A COLLECTION OF

TREATIES, ENGAGEMENTS AND SANADS

RELATING TO INDIA AND NEIGHBOURING COUNTRIES

COMPILED BY

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UNDER-SECRETARY TO THE GOVERNMENT OF INDIA IN THE FOREIGN DEPARTMENT

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CONTAINING

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PART I.

TREATIES, ENGAGEMENTS, AND SANADS

relating to the

BARODA RESIDENCY.

Baroda.—One of the most distinguished among the first Maratha leaders was Khandi Rao Dabhare, who maintained his followers in Gujarat and Kathiawar, from which provinces he exacted tribute In the struggle for supremacy in the Maratha confederacy, he supported the cause of Shahuji, and was raised by him to the rank of Senapati or Commander-in-Chief. One of his officers, Damaji Gaekwar, who stood high in his estimation, was on his recommendation appointed second in command. Khandi Rao and Damaji Gaekwar died within a few months of each other in 1721, and were succeeded in office, the former by his son Trimbak Rao Dabhare, and the latter by his nephew Pilaji Gaekwar.

In 1729 the Peshwa Baji Rao obtained from Sarbuland Khan, the Moghal Deputy in Gujarat, a cession of the chauth and other dues of that province, and, among other conditions of the grant, engaged to prevent Maratha subjects from taking part with disturbers of the peace. This condition was chiefly aimed at Trimbak Rao Dabhare and Pilaji Gaekwar, who considered it to be an encroachment on their rights Trimbak Rao therefore entered into negotiations with other Maratha leaders in Gujarat to oppose the Peshwa's claims But he was defeated and slain in battle in 1731; and the Peshwa's rights in Gujarat were thus established. Yeshwant Rao, the infant son of Trimbak Rao, was appointed to the rank of Senapati, and Pilaji Gaekwar was confirmed in his former post with the title of Sena Khas Khel. It was agreed that the Peshwa and Senapati should not interfere with each other's possessions, and that Yeshwant Rao should have the entire management of Gujarat, paying half the revenue to the Peshwa, and accounting for all contributions levied from countries not mentioned in

Fateh Singh made overtures for an alliance with the British Government in 1772, but his proposal was rejected. In January 1773, however, an Agreement (No I) was made with him This provided that the Gaekwar's share of the revenues of Broach, which place the British Government had taken by assault on the 18th November 1772, was to remain on the same footing as under the government of the Nawab of Broach.

After the murder of Narayan Rao, the Peshwa Raghuba again recognised the claim of Govind Rao Therefore, when Raghuba fled to Gujarat before the army of the ministerial party at Poona, who supported the claim of Madho Rao Narayan, the posthumous son of Narayan Rao, to the position of Peshwa, he found an ally in Govind Rao, and an enemy in Fateh Singh When the Bombay force joined the army of Raghuba, an unsuccessful attempt was made to detach Fateh Singh from the cause of the ministerial party. But after some successes had been gained by the British troops in Gujarat, a Treaty (No. II) was mediated between Fateh Singh and Raghuba, by which it was agreed that the former should furnish troops and money to Raghuba, who should provide Govind Rao with a jagir in the Deccan, and that the British Government, as guarantors of the treaty, should receive the Gaekwar's share of the revenues of Broach and several villages in perpetuity This treaty was abrogated by the orders of the Bengal Government, which dissolved the connection with Raghuba. Then followed the treaty of Purandhar (see The Peshwa, Vol VI), concluded by Colonel Upton with the ministerial party at Poona, one of the provisions of which was that the cessions made by Fateh Singh should be restored to him if it could be proved that he had no authority to make them without the previous consent of the Peshwa's Government. The object of this on the part of the ministerial party was to induce Fateh Singh to acknowledge his dependence on the Poona Court, and in February 1778 he was recognised* as Sena Khas Khel on his paying up his arrears of tribute.

After the convention of Wargaon, it was proposed to reduce the Maratha power by concluding a treaty with the Gaekwar family, to acknowledge their independence of the Peshwa, and by conquering for the British Government the Peshwa's share in Gujarat. General Goddard having gained some successes in the campaign in Gujarat, concluded a treaty of offensive and defensive alliance (No. III) on these principles with Fateh Singh on the 26th January 1780 Fateh Singh was to receive the Peshwa's territory north of the Mahi river; to cede his districts south of the Tapti, the revenues of Broach and villages adjacent, and the district of Sinor on

*Appendix No V.

the Narbada; to be reliev ayment of tribute to the Peshwa during
the war; and to send to oin the British army. The terms
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consented conditionally on the Peshwa's sanction being obtained, and in the hope of securing assistance against Aba Shelukar. The request for aid was evaded, but in the meantime Aba Shelukar was made prisoner by Govind Rao, and in October 1800 the Peshwa leased to the Gaekwar his *share in the Gujarat revenues for five years at the rate of five lakhs a year.*

In September of that year Govind Rao died, and his eldest son, Anand Rao, was acknowledged as his successor He was of weak intellect, and the powers of the State were usurped by his illegitimate half-brother, Kanhoji Rao. The usurper, however, was deposed by a party headed by Raoji Appaji, the minister of Govind Rao, supported by Babaji, his brother. But the cause of Kanhoji was espoused by Malhar Rao, the cousin of Govind Rao, whose father had been a supporter of Govind Rao in his struggles with Fateh Singh, and who was dissatisfied with the treatment he had received from Govind Rao after the accession of the latter to power. The struggle was ended by Raoji Appaji throwing himself on the protection of the British Government, and agreeing, on the 15th March 1802 (No. IV), to receive a subsidiary force from the Bombay Government, and to cede the chauth of Surat and the pargana of Chorasi, on condition of being supported against Malhar Rao After a short campaign Malhar Rao surrendered, and was allowed for his support Rs 1,25,000 a year Both Malhar Rao and Kanhoji subsequently rebelled more than once. The latter was eventually removed to Madras in 1812, in consequence of his having conspired with the Jam of Nawanagar to secure his own elevation to the Baroda State and to destroy the British ascendancy in Gujarat Malhar Rao died a prisoner at Bombay.

The convention of the 15th March 1802 was reduced to a formal Treaty (No V) confirmed by the Gaekwar in a separate written agreement on the 29th July 1802. To this treaty was added a private engagement with Raoji Appaji, guaranteeing to him permanently the post of minister and extending the protection of the British Government to him, his son, brothers, nephews, relations, and friends. By the 14th article of the treaty of Bassein (see The Peshwa, Vol VI) the treaty with the Gaekwar was recognised and acknowledged by the Peshwa

The convention of the 15th March 1802 contained a stipulation, which was confirmed by subsequent engagements, that the British Government should assist the Gaekwar in reducing his Arab mercenaries.* These

*The engagements of 1802 gave the British Government an almost unlimited power of interference in the internal government of the Baroda State When these engagements were concluded there was really no government in Baroda The power of Anand Rao was defied by Kanhoji and Malhar Rao, while his person was seized by the Arab troops who, although few in number occupied all the important military osts, and with whom intrigues were kept up for the establish-

troops had become all-powerful in his territories and even kept the Gaekwar in arrest. They cost the State about Rs. 3,00,000 a year, but the Gaekwar

ment of Kanhoji in power. Negotiations were opened with these mercenaries, who were offered full arrears of pay and liberal treatment on condition of their removing from Gujarat. They refused; and in consequence the town of Baroda, which was occupied by them, was invested by a British force. The Arabs at last capitulated and agreed to withdraw on condition of receiving the arrears due to them, and of the guarantee of the British Government being substituted for that of the Arabs wherever it had been granted either to persons or property. In Gujarat, at that time, no important engagement of any kind was ever made without a guarantee or security, and the Jamadars of the Arabs had in many cases not only become security to bankers for the payment of loans made by them to the Gaekwar, but had guaranteed their persons from molestation and oppression. To some extent the guarantee system was a power vested by the ruler in his subjects, enabling them to control him in the event of his deviating from his engagements. When the Arabs were discharged, they were released from these engagements, to which the seal of the British Government was attached as a guarantee. The British Government also committed themselves to other gurarantees for loans advanced to enable the Gaekwar to discharge the Arabs and for other purposes, and to pledges to ministers and other officials, who really exercised the civil power, and who stipulated for protection to themselves and their descendants before they would commit themselves to the policy of the British Government.

These guarantees were considered at the time they were granted to be of much advantage in securing British influence at Baroda, at the same time that they established the Gaekwar's credit; and so long as the British Government continued to exercise a close control over the affairs of the Gaekwar, no inconvenience was felt from them. But after 1820, when the Gaekwar was vested with the full government of his State, the guarantees proved a source of much irritation. A particular account of them here would be out of place. Full information on the subject will be found in the Parliamentary Blue Book of 5th August 1863 and in Wallace's "The Guicowar and his relations with the British Government." The majority of the guarantees have either lapsed, or been forfeited by misconduct or declared to hold good only for the lives of the parties. There are now only the following four guarantees, which are perpetual and hereditary, having been finally declared to be so in Despatch No. 372, from the Government of India in the Foreign Department, dated the 21st January 1856, to the Resident at Baroda. (1) A Sanad, dated the 27th April 1801, was granted to *Shankarji Sundarji Desai of Bullesur* under the signature of certain Arab Jamadars: when the latter were dismissed from Baroda their seals and signatures were erased, and the guarantee of the British Government substituted on the 26th February 1803, under the seal and signature of Major Walker, the Resident (No. VI). (2) *Mangal Sakhi Das* received a Sanad (No. VII) from Major Walker on the 7th January 1803. In 1856 the Government of India declared this to be binding upon Government wherever the guarantees resided. (3) *Subhanji Pol*, and his uncle Sulbaji, were given a Sanad (No. VIII) dated the 11th May 1803, by Anand Rao Gaekwar, bearing the guarantee of the British Government. This was cancelled and a fresh one (No. IX) granted in 1814 to Subhanji Pol only In 1849 a permanent arrangement was sanctioned by which the Gaekwar resumed the three villages held by Subhanji's son, Goraji Pol, and undertook to pay to the Pol family an annual sum of Rs. 7,193-12-0, to be disbursed through the Resident, with the stipulation that no deductions should be made on account of the depreciation of the currency Potadari or other causes. (4) Govind Rao Gaekwar granted *Mancherji Khurshedji Desai of Nowsari* a Parwana (No. X) dated the 11th October 1793. This was renewed on the 10th August 1801 in a letter No. XI) from the Gaekwar to Mr. Seton, the Chief of Surat.

was powerless to discharge them, as he owed them arrears of pay amounting to about Rs. 20,00,000, and the current revenues of the year were mortgaged. The money was advanced to the Gaekwar by the British Government on territorial security. The reduction of the mercenary troops was not effected without bloodshed. After this the Gaekwer ceded (No XII) districts yielding Rs. 7,80,000 for the support of the subsidiary force The above engagements were all consolidated in the Treaty of the 21st April 1805 (No XIII), by which also the subsidiary force was increased, territories yielding Rs. 11,70,000 were ceded for its support, lands yielding Rs 12,95,000 were assigned for the payment of the Gaekwar's debts to the British Government, which amounted to Rs. 41,38,732, the Gaekwar bound himself to submit his pecuniary disputes with the Peshwa to the arbitration of the British Government; and generally his relations with the British Government were defined The ceded districts were found not to yield a revenue equal to the cost of the subsidiary force, and therefore, in 1808, the Gaekwar ceded (No XIV) additional territories yielding Rs 1,76,168 In 1812 a proposal was put forward by the Bombay Government to restore to the Gaekwar, in consideration of a payment of upwards of a crore of rupees, the territories ceded for the subsidy, and to farm to him the districts acquired under the treaty of Bassein (see The Peshwa, Vol. VI), the engagements regarding the subsidiary force remaining otherwise intact The proposal did not, however, meet with the sanction of the Supreme Government

The Peshwa's claims against the Gaekwar for the tribute of Kathiawar and the farm of Ahmadabad, which, after the expiry of the five years' lease, had been renewed * in 1804 for ten years, at the rate of Rs 4,50,000 a year, through the mediation and under the guarantee of the British Government, were met by counterclaims on the part of the Gaekwar for the revenues of Broach, which the Peshwa had, without his consent, ceded to the British, and for the pay of extraordinary troops kept up for the defence of the Peshwa's possessions in Gujarat Renewal of the lease, which expired in 1814, was refused, and Trimbakji Dangha, the favourite creature of Baji Rao, directed the Kathiawar Chiefs not to pay to the Gaekwar the Peshwa's share of the tribute. To adjust these disputes, Gangadhar Shastri, the Gaekwar's minister, was deputed to Poona under the guarantee of the British Government for his safety, but was basely assassinated by Trimbakji Dangha. By the treaty (see The Peshwa, Vol. VI), which he was required to sign in 1817, in consequence of this outrage,

*Appendix No VIII

the Peshwa was obliged to renounce all future claims against the Gaekwar, and to compromise past claims for an annual sum of four lakhs of rupees, a payment from which the Gaekwar was released on the overthrow of the Peshwa. As the result of this arrangement, a new Treaty (No. XV) was concluded on the 6th November 1817 with Fateh Singh, the regent, on behalf of Anand Rao Gaekwar. The chief provisions of this treaty were an increase of the subsidiary force; the cession to the British Government of all the rights which the Gaekwar had acquired by the farm of the Peshwa's territories in Gujarat; the consolidation of the territories of the British Government and the Gaekwar in Gujarat by exchange of certain districts; the co-operation of the Gaekwar's troops with those of the British Government in time of war; and the mutual surrender of criminals.

Anand Rao Gaekwar died on the 2nd October 1819, and was succeeded by his brother Sayaji Rao, who during the two preceding years had been regent, to the exclusion of his two legitimate sons, Balwant Rao and Pilaji Rao, by a Rajput wife. On his accession Government resolved (No. XVI) to withdraw from the minute interference which it had hitherto exercised in the internal affairs of the Baroda State, provided that the Gaekwar respected the guaranteed allowances of his ministers, and the agreements with his tributaries and bankers. One of the conditions on which the Arab mercenaries had taken their discharge in 1803 was that the guarantee of the British Government should be substituted for the guarantees which had been given by the Arabs to several Baroda bankers, promising them security from molestation and the payment of loans advanced by them to the State. Besides these, the British Government guaranteed the payment of several other loans, which had been raised at different times to relieve the Gaekwar's embarrassments. In 1820 the whole debts of the State amounted to Rs. 1,07,66,297. Loans for the liquidation of this sum were raised from six principal bankers under British guarantee, the Gaekwar engaging to pay them off at the rate of fifteen lakhs per annum. The instalments were very irregularly paid, and in 1825 it was found that the debts had increased. With the consent of the Gaekwar a new arrangement was made under guarantee, by which certain districts were farmed for seven years o pay off the debt. Sayaji Rao, however, violated the leases and showed no disposition to respect the guarantees, and therefore the British Government in 1828 temporarily attached the districts of Petlad, Bahiyal, Kari, Dabhoi, Bahadurpur, Sinor, Amreli, Damnagar, and Shiyanagar, and the tributes of Kathiawar, Mahi Kantha, Rewa Kantha, Rajpipla, Oodeypore, and the tributary Sankhera villages. In 1832, however, after much negotiation, a private settlement was effected between

the Gaekwar and the bankers, the guarantees were cancelled, and the districts and tributes were restored to the Gaekwar.

In 1820 a Convention (No XVII) was concluded, whereby the Gaekwar agreed to send no troops into Kathiawar and Mahi Kantha without the consent of the British Government, and to make no demand on the zamindars or others residing in those provinces, except through the medium of the British Government, who engaged to procure payment of the tribute tree of expense to the Gaekwar In the same year a somewhat similar arrangement was made in behalf of the Mewasis of the Rewa Kantha, who were placed under the control of the British Government —(*See* Rewa Kantha, Vol VI) In 1825 the Gaekwar agreed (No XVIII) that his share of any fines levied in Kathiawar, and of any extra revenue over and above the revenue fixed at the perpetual settlement, should be credited to the fund for the suppression of infanticide * In 1844 Rules (No. XIX) regulating the levy of dues on vessels driven into his ports in Kathiawar by stress of weather were settled, and they were revised (No XX) in 1850. In 1866 the ports of the Gaekwar were declared to be British Indian ports for the purposes of sections 18, 141 and 149 to 160 of the Consolidated Customs Act (VI of 1863). They still enjoy corresponding privileges under the Sea Customs Act (VIII of 1878)

By the 8th article of the treaty of 1817 the Gaekwar was bound to maintain a body of 3,000 effective cavalry to co-operate with the subsidiary force. The article gave the British Government no right to the services of this force except when the subsidiary force could be employed; but the practice grew up of holding the cavalry available at all times for police duty in the tributary States. The force was very inefficient, and in 1830 the Gaekwar was called on to render two-thirds of the cavalry fit for service. On his failing to do so lands yielding about Rs 15,00,000 were sequestrated to provide funds for their punctual payment In 1832, however, the districts were restored on the Gaekwar agreeing (No. XXI) to deposit Rs. 10,00,000 with the British Government. In the following years Sayaji Rao Gaekwar committed himself to a long course of unfriendly acts against the British Government These led in 1839 to the sequestration of the district of Petlad, yielding a revenue of Rs 7,32,000 The deposition of Sayaji Rao and the transfer of the sovereignty to another member of the family were threatened. Part of the revenue of Petlad was appropriated to the maintenance of a body of cavalry organised by the British Government, and called the Gujarat Irregular Horse. In 1840 it was proposed to the Gaekwar

*See Kathiawar, Vol VI

ceremonies usually performed at the birth of a legal heir, and the course of events subsequently made it unnecessary for the Government of India to pronounce upon the validity of the marriage. Added to these causes of dissatisfaction with the conduct of the Gaekwar was his treatment of his brother's youngest widow, Jamna Bai, whom he confined to the palace till her life was endangered and did not release till he was warned that he would be held responsible if she suffered any further injury. In the meantime the Gaekwar's marriage with Lakshmi Bai had aggravated the serious differences between him and his nobles, which had been commented on in the report of the commission; the pay of the military classes was greatly in arrear; the Sindis and Arabs in his service were fast getting beyond control; and there seemed to be every prospect of a rebellion. In short, no progress had been made in improving the administration, notwithstanding the Gaekwar's promises to reform.

In November 1874 the Government of India appointed a special officer, Sir Lewis Pelly, to replace Colonel Phayre, the Resident at Baroda, whose personal relations with the Gaekwar were not altogether satisfactory, and to afford the Gaekwar every possible aid in reforming his administration. Colonel Phayre had reported an attempt to poison him, and his successor, Sir Lewis Pelly, was instructed to investigate the case. Evidence was brought to light which tended not only to substantiate the commission of the attempt, but to throw suspicion on the Gaekwar himself. An enquiry was deemed essential, but, having regard to the antecedents of the Gaekwar, and the discredit thrown on his character by the report of the commission, and to the weight of the evidence brought to light, the Government of India were of opinion that the enquiry would be conducted under disadvantages if Malhar Rao remained in the position of Gaekwar, and that it would be improper to continue friendly communications with him pending the investigation. It was therefore determined to suspend Malhar Rao from power, and to assume on behalf of the British Government the administration of the State pending the result of the enquiry. Troops were accordingly sent to Baroda, Malhar Rao was arrested, and a Proclamation (No. XXVI) was issued announcing his suspension and the institution of the enquiry. It was announced at the same time that, whatever the results of the enquiry might be, a Native administration would be re-established at Baroda. The charges against Malhar Rao of instigating the attempt to poison Colonel Phayre; of holding secret communications with certain Residency servants; and of giving them bribes for improper purposes, were investigated by a commission composed of the Chief Justice of Bengal as president, and Sir Richard Meade, Mr. P. S. Melvill, Maharaja Sindhia,

the Maharaja of Jaipur and Sir Dinkar Rao as members. The European members considered the charges proved. Sindhia and Sir Dinkar Rao found the graver imputations not proved, while the Maharaja of Jaipur thought that Malhar Rao was not implicated in any of the charges.

Meanwhile, independently of the enquiry into the attempt to poison Colonel Phayre, much additional proof of Malhar Rao's unfitness for power had been accumulated As the commissioners were divided in opinion, the final decision of Her Majesty's Government was not based upon the report of the commission, nor did it assume that the result of the enquiry had been to prove the truth of the imputations against the Gaekwar; but, having regard to all the circumstances relating to the affairs of Baroda from the date of Malhar Rao's accession to power, to his notorious misconduct, his gross misgovernment of the State, and his evident incapacity to carry into effect the necessary reforms, it was resolved that Malhar Rao should be deposed from the position of Gaekwar, and that he and his issue should be precluded from all rights, honours and privileges appertaining thereto.

A Proclamation (No. XXVII) to this effect was issued on the 19th April 1875, and Malhar Rao was deported to Madras He died there in 1882 without male issue, his son by Lakshmi Bai having predeceased him in 1880 His widows, Mahalsa Bai and Lakshmi Bai, returned to Baroda territory. The former died in 1903, and the latter is residing under the protection of the Baroda Darbar.

The British Government of India, being desirous to mark their sense of the loyal services of Khandi Rao Gaekwar in 1857, acceded to the request of his widow, Jamna Bai, that she might be allowed to adopt some member of the Gaekwar family, who might be selected as the most suitable person upon whom to confer the Baroda State. Her choice fell upon Gopal Rao, a descendant of Partab Rao, son of Pilaji Gaekwar; and he was installed as Gaekwar of Baroda, on the 27th May 1875, under the name of Sayaji Rao In November 1875 His Royal Highness the Prince of Wales visited Baroda as the guest of the Gaekwar. Sayaji Rao attended the Delhi Darbar of 1877, on which occasion he received the title of Farzand-i-Khas-i-Daulat-i-Inglishia On the 28th December 1881 he was formally invested with full powers, and in 1887 he was appointed a Knight Grand Commander of the Star of India. On the 1st January 1903, he was present at the Delhi Coronation Darbar Maharani Jamna Bai, widow of Khandi Rao, who was invested with the Order of the Crown of India in 1878, died in November 1898.

Simultaneously with the accession of Sayaji Rao in 1875, Sir Madhava Rao, then serving at Indore, was appointed Diwan, and he succeeded in

bringing the administration into an efficient state. After the grant of full powers to the Gaekwar, he continued to hold the position of Diwan, until his resignation in 1883. The administration continues to be carried on nominally by the Diwan, and the post has been filled since Sir Madhava Rao's resignation by Khan Bahadur Kazi Shahab-ud-din, C.I.E. (1883-1886), Diwan Bahadur Lakshman Jagannath (1885-1891), Diwan Bahadur Manibhai Jasbhai (1891-1895), Diwan Bahadur Shrinivas Raghava Iyengar, C.I.E. (1896-1901), and Rao Bahadur Ramchandra Vithoba Dhamnaskar (1901-1904). The present Diwan is Mr. Kersasp Rastamji Dadachandji.

In 1820 Sayaji Rao Gaekwar entered into a Convention (No. XXVIII) regulating the sale of opium in his territory: its export had been previously prohibited, except on the payment of duty at the rate of Rs. 12 per seer. Some of the provisions of this convention were, however, gradually allowed to fall more or less into abeyance, and it became necessary to put the opium arrangements with Baroda on a more satisfactory footing. After a good deal of discussion a settlement was arrived at in 1878. Its provisions will be found in detail in a Letter (No. XXIX) from Sir Madhava Rao, the then Diwan, whose proposals were, with some slight modifications, accepted as satisfactory. They may be summarised as involving the adoption by Baroda of the Bengal system. The most notable departure from the spirit of the original convention of 1820 was that the Baroda State was permitted to manufacture opium for exportation to China on certain conditions.

Certain claims to levy customs duties and abkari, as well as to exercise jurisdiction within the tract called the Dangs, were preferred by the Gaekwar, but rejected by the Government of India in 1884. Some villages were claimed as belonging wholly to one party or the other, and others were claimed as co-shared. The boundary had also never been properly demarcated. A special officer was appointed to this duty in 1886, who settled all disputes connected with the Dangs, besides laying down the boundary.

In 1885 the Borada system of administering the abkari or country liquor revenue came under the consideration of the Government of India. It was found that under the existing system considerable loss was occasioned to the British excise revenue by the importation of illicit spirit from the Gaekwar's territories, drunkenness was encouraged, and affrays between smugglers and the preventive police were of frequent occurrence. The Darbar were addressed upon the subject, and, after considerable delay, a settlement in principle of most of the matters under discussion was arrived ta. Its terms are embodied in a memorandum of agreement, dated the

14th November 1886 (No. XXX) drawn up by the Bombay Commissioner of Customs and the Diwan of Baroda. Details were subsequently worked out by a joint commission

In 1887 the Gaekwar abolished all transit dues in his territory, an act of liberality for which he received the thanks of the Viceroy.

In 1903 the Darbar agreed to restrict the cultivation of hemp plant to home consumption only, either as a narcotic or as an article which could be put to any other advantageous uses in Baroda territory, on the understanding that, should the cultivation at any time be insufficient to meet local requirements, the Darbar should be permitted to import the deficient quantity and to receive a refund of three-quarters of the duty levied on the drugs so imported, and that, in the event of its being ascertained subsequently that the plant could be used for any other industrial purposes, the State should not be debarred from extending the cultivation and exporting the products for such purposes The Darbar also agreed to assimilate its system of cultivation, sale, taxation, and control of hemp drugs, etc., to that prevailing in the Bombay Presidency, so far as local circumstances would permit, and to adopt necessary measures for the prevention of smuggling.

The British Government has the right of controlling salt works, and of opening new ports in the Gaekwar's territories, as also the right to wreckage on the Baroda shores in Guzarat * In 1887 the Gaekwar entered into an Agreement (No. XXXI) putting the salt arrangements in his Kathiawar possessions on much the same footing as obtains in the other States of that province.

In 1888 the Government of India affirmed† its right to exercise full criminal jurisdiction within the cantonment of Baroda, and in 1890 it was decided that the civil jurisdiction in the cantonment likewise vested in the Government, notifications at the same time being issued by which the court of the cantonment magistrate became bound to execute and serve decrees and summonses from any of the Gaekwar's courts

In 1891 the Bombay Government issued detailed instructions on the subject of extradition Generally, it may be said that the provisions of the Extradition Act and rules thereunder are followed on both sides as far as possible.

In 1878 a British officer was appointed, in subordination to the Agent to the Governor-General, to settle, finally and judicially, under rules sanc-

* Government of India, Foreign Department's Notification No. 2919-I., dated the 3rd September 1890.

† Government of India, Foreign Department's Notifications Nos. 1163-I, and 1164-I, dated the 23rd March 1888.

tioned by the Government of India, the different rights and interests, guaranteed and unguaranteed, appertaining to those inhabitants of Rewa Kantha, Mahi Kantha and elsewhere who had claims to Giras or Wanta in the territories under the direct administration of the Gaekwar. This step was rendered necessary by the action of Maharaja Khandi Rao, who in 1858 attached all such Tora Giras and many such Wanta rights: the large majority of which had been enjoyed by virtue of the settlements effected between the Gaekwar and the Chiefs and zamindars of the Mahi Kantha (No. XVII and see Mahi Kantha, Vol. VI) and of the Rewa Kantha (see Rewa Kantha, Vol. VI). There were also some similar claims for consideration which had not been guaranteed, directly or indirectly, by the British Government. All these had in consequence of the attachment fallen into arrears, and the whole subject had become involved in great confusion. The work of adjudication was finally completed in March 1884, by which time 6,705 cases (Giras 4,113, Wanta 2,592) had been decided. The special officer, however, had to be reappointed to decide the question of guarantee as it affected the Bhayad of the Mahi Kantha tributaries. This work was concluded in 1889-90; and the British Girasia Agent was removed on the express condition that his appointment would be revived if necessity should arise. A special department has since been constituted by the Darbar to hear Giras and Wanta disputes, and, should any guaranteed Girasia feel himself aggrieved by the decision of this department, he is at liberty to make his final appeal to the Resident.

In 1892 the Government of India ruled that Girasias, on account of their guarantees, should be exempted from paying court-fees in the Baroda courts in revenue cases brought by them against the Darbar in connection with Giras *haks*. In 1893 a further exemption was made in their favour in cases where guaranteed Girasias have recourse to the Baroda courts for the recovery of the revenue of their Wantas in Baroda territory. In 1897 the Government of India approved of certain rules for the regulation in Baroda territory of the revenue management exercised by guaranteed Thakurs and Girasias, and the recovery of their rent or revenue from Wanta lands, etc., or other guaranteed *haks*.

In 1878 a British officer was appointed as boundary commissioner for the settlement of any disputes entrusted to him between Baroda and her neighbours. A code of rules was drawn up for such settlement with the approval of the Government of India.

In 1892 an Arrangement (No. XXXVI) was made by the British Government between the Gaekwar and the Rawal of Mansa, whereby the latter transferred absolutely to the Gaekwar's Government all his rights and

interests in and over Wantas, Giras, and other lands of various descriptions in Baroda territory in return for an annual payment of Rs 8,500, which is guaranteed by the British Government. The Raolji also received from the Gaekwar a sum of Rs 14,000 in commutation of all miscellaneous petty rights and outstandings of Wanta and other revenues. The agreement in no way affected the lands belonging to the Raolji, and placed within Baroda territory by the boundary settlement of 1873, or the lands of the Bhayad of the Raolji, or his right to receive the Tora Giras payable to him by Baroda. In the same year a similar Arrangement (No. XXXIII) was made by the British Government for the commutation of the Palanpur Darbar's rights in the Wantas of Chansole and Nagwasan, in Baroda territory, into an annual guaranteed payment by the Gaekwar of Rs. 900 (Sicca currency). On the demonetization of the Sicca currency the amount was converted to British Rupees 857-2-3. The Baroda Darbar also paid a sum of Rs. 800 to the Palanpur Darbar in commutation of all outstandings then due to them.

In 1856 the Gaekwar ceded in full sovereignty, for railway purposes (No XXXIV), to the British Government the lands required for the construction of the Bombay, Baroda and Central India railway, subject to the condition that his revenue should not suffer by the loss of transit duties The question of compensation for such losses was discussed for some time; but eventually the Darbar found it impossible to estimate the loss, and abandoned all claims on that account The ceded lands are British territory, and have been attached partly to the Surat and partly to the Kaira district of the Bombay Presidency by the Local Government's Acts, I of 1862 and III of 1863 The Cantonment Magistrate at Baroda exercises magisterial powers over these lands in subordination to the District Magistrate of Broach

In 1879 the Darbar ceded to the Government of India all the criminal jurisdiction which it possessed in the lands of the Amreli Mahals, which had been made over for the Bhavnagar-Gondal railway, so long as the lands are required for the railway (No. XXXV). The jurisdiction is exercised by British courts in the Kathiawar Agency. Civil jurisdiction was not ceded. As a tentative measure it was subsequently arranged that the Kathiawar Agency should exercise jurisdiction in civil suits against the States owning the railway when the cause of action might arise in the area of the Baroda lands. In 1880 the Baroda Darbar ceded (No XXXVI) full jurisdiction, short of sovereign rights, over the lands required for the Rajputana-Malwa railway, where it runs through the northern division of Baroda

The Gaekwar has also constructed at his own expense lines of railway running through Baroda territory. A commencement was made in 1872, with a line from Miyagam on the Bombay, Baroda and Central India railway to Dabhoi. Further extensions have since been carried out connecting Dabhoi with Baroda, Padra, Chandod, Bahadurpur and Bodeli. In 1886 sanction was given to the connection of Vadnagar in Baroda territory with Mehsana, a station on the Rajputana-Malwa line; and the line has since been extended from Vadnagar to Kheralu; and Pattan is also linked with Mehsana. These lines are constructed and worked by the Bombay, Baroda and Central India Railway Company, under the general superintendence of the Government of Bombay. Jurisdiction over these lines has not been ceded to the British Government, but in 1892-93 it was laid down by the Government of India that on all isolated railways constructed, or to be constructed, by the Darbar in Baroda territory, over which the Darbar have been allowed to retain jurisdiction, all British subjects employed on such railways have the right, in all cases in which they are concerned under the Railway Act, of making representations to the Resident at Baroda, whose advice will be duly attended to by the Darbar. The British Government further reserved to itself the right, in case of necessity, of assuming complete jurisdiction on any or all of the Gaekwar's railways. The Darbar accepted this reservation unconditionally and without reserve in 1894.

In 1889 the Gaekwar granted (No. XXXVII) to the British Government the necessary jurisdictional powers over the lands occupied by the Mehsana-Viramgam railway in the Ahmadabad district, the entire cost of which he agreed to bear. For the purposes of the exercise of this jurisdiction the lands were declared by the Governor-General in Council to be subject to the laws and courts of the Viramgam taluka.

In 1891 the Gaekwar issued orders directing the Baroda courts exercising jurisdiction over Baroda State railways to follow, as far as possible, the Indian Railway Act and rules in dealing with both railway offences and the rights and obligations of the railway administration. The Darbar also framed special rules to regulate the working of the police on the Baroda State railways.

In 1893 the Darbar entered into an agreement, with effect from the 1st July 1891, for the working of the Mehsana railway by the Bombay, Baroda and Central India Railway Company. This was slightly modified in 1901.

In 1895 the Darbar ceded (No. XXXVIII), with civil and criminal jurisdiction, the land in the Kadi division of the State required for the

construction of the Ahmadabad-Prantij railway, on the same conditions as those on which land was ceded for the Rajputana-Malwa railway. In the following year the Darbar also consented (No XXXIX) to make over, on similar conditions, the land required for the Tapti valley railway.

In 1897 the Gaekwar concluded an agreement with the Bombay Baroda and Central India Railway Company for the working of the Dabhoi railway from Miyagam to Bodeli and from Vishwamitri to Chandod The agreement is terminable at one year's notice. In the same year another agreement was made with the same company, having retrospective effect from the 5th May 1890 and terminable at one year's notice, for the working of the Anand-Petlad railway.

In 1899 permission was given to the Gaekwar to construct the portion of the Anand-Petlad-Cambay railway lying between Tarapur and Petlad as a famine relief work. In the following year the Darbar ceded (No XL) full and exclusive power and jurisdiction of every kind over the lands in Baroda which were, or might thereafter be, occupied by the Anand-Petlad-Cambay railway.

In 1902 an agreement was negotiated, through the Secretary of State, between the Darbar and the Bombay, Baroda and Central India Railway Company, for the construction and working of a chord line between Godhra and Baroda, as a part of the Bombay, Baroda and Central India railway, on the understanding that, in the event of the latter railway being taken over by the State in 1906, the Darbar would be allowed the option of bearing the capital expenditure of the portion of the line passing through their territory, and thereafter sharing in perpetuity with the British Government the profits or loss on working, in proportion to the capital contributed The company also agreed to pay the Darbar the fair value of the earthwork which had been completed as a measure of famine relief on the Baroda portion of the line. In the following year (1903) the Darbar ceded (No. XLI) full and exclusive power and jurisdiction of every kind over the lands in Baroda which were, or might thereafter be, occupied by the Baroda-Godhra railway.

In the same year the Darbar concluded an agreement with the Bombay, Baroda and Central India Railway Company for the working of the Vijapur-Kalol-Kadi railway.

In June 1893 the Indian Telegraph Act (XIII of 1885), and the rules framed thereunder, were made applicable to all present and future telegraph lines in the Baroda State that may be connected to the Imperial system, or being isolated may be thrown open to the public whose messages are charged for. Jurisdiction under the Telegraph Act rests with the Darbar,

except in cases in which European British subjects or European or American foreigners are accused.

In 1897 the Darbar agreed to levy a duty of 3½ per cent. *ad valorem* on all woven goods in the spinning and weaving mills in Baroda territory, except those for which tariff values have been assigned. This measure was experimental for five years, but it is still in force, though its further continuation is now (1906) under consideration.

In October 1900 the Gaekwar decided to substitute throughout Baroda territory, for a term of not less than 50 years, British Indian silver coinage for the Babashai coinage. The payment of the tribute due from the State to the British Government has been converted into British currency at the rate of Rs. 130 (Babashai) to Rs. 100 (British).

In 1902 an arrangement was made with the Darbar for the supply, on certain terms, of water from the Shri Sayaji Sarowar, commonly called the Ajwa water works, to the civil population of the Baroda cantonment. The arrangement is terminable by the Darbar at three months' notice.

The area of the Gaekwar's territory is 8,099 square miles; the revenue in 1904-05 was Rs. 1,13,80,802; and the population, according to the census of 1901, is 1,952,692.

The military force of the State consists (1905) of 1,500 cavalry, 3,182 infantry, 93 artillerymen with 7 serviceable and 37 unserviceable guns, and 2,554 armed police. There are no treaty provisions as to the strength of the Baroda military forces, but in 1881, on the installation of the present Gaekwar, the military forces were made over to him on the understanding that no material change should be made in their numbers or constitution without the assent of the British Government. In 1885 the Government of India consented to the proposal that in future the number of the Gaekwar's mounted troops should not exceed 3,000, and that only 1,000 of them should be regular. In 1887 the Government of India agreed to the further addition of 500 regulars, thus bringing up the total sanctioned strength of mounted troops to 3,500. Since that date no increase of any kind has been sanctioned.

Since the year 1874 political control over the State has been retained by the Government of India, and is exercised through the Resident at Baroda, whose title up to 1899 was that of Agent to the Governor-General.

The Gaekwar receives a salute of 21 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

The Chiefs of Okhamandal.—The district of Okhamandal in the extreme west of Kathiawar is occupied by Wadhil Rajputs, and Waghers, who are a mixed race of Muhammadans and Hindus. The first intercourse of the British Government with these tribes was occasioned by their notorious

piracy. They lived chiefly on piracy and on the offerings of the numerous pilgrims attracted to the celebrated shrines of Beyt and Dwarka. The superstitious reverence attaching to these temples prevented neighbouring States from punishing the tribes When Colonel Walker entered Kathiawar in 1807, he was instructed to negotiate agreements with the Chief of Okhamandal with a view to the suppression of piracy on both British ships and the ships of Native States. The Chiefs with whom Engagements (No XLII) were concluded were the Chiefs of Beyt, Aramra, Dwarka, Dhingi and Poshitra The Chiefs of Beyt and Aramra were also required to pay Rs. 1,10,000 as a compensation for injuries occasioned by their piracies.

The repeated violations of these engagements, and the renewed piracies committed by the Chiefs, compelled the British Government to take possession of the country Okhamandal was conquered in 1816 and was ceded in full sovereignty by the British Government to the Gaekwar under the 7th article of the treaty of the 6th November 1817

The Waghers again frequently resisted the Gaekwar's authority, and in 1859 entered into open rebellion which necessitated the employment of British troops to subdue them Since then a British officer has been stationed at Dwarka, the head-quarters of the district of Okhamandal. He is an Assistant to the Resident at Baroda, and has full criminal jurisdiction over Waghers and other cognate tribes. He is also Commandant of the Okhamandal Battalion, which was raised in 1861. The battalion is maintained by the Gaekwar, but is intended for purely local purposes

Amreli—The head-quarters of the Gaekwar's possessions in Kathiawar is at Amreli. The troubles which led to the appointment of a British officer to supervise the district of Okhamandal made it also necessary to appoint a similar assistant at Amreli as the medium of all communications between the officers of the Kathiawar Agency and the Gaekwar's local officials.

Owing to the disturbed state of Kathiawar in 1864 the British authorities required that the police arrangements in the Amreli Mahal should be put on a more satisfactory footing The Gaekwar, therefore, converted in that year a police battalion into a battalion of regulars, which was cantoned at Dhari, near the Ghir jungles, the resort of the lawless characters of Kathiawar. The regiment was to be under the exclusive orders of the Assistant Resident at Amreli In 1865 a British officer was appointed as Superintendent or Commandant of the regiment under the Assistant Resident He was nominated by the Government of India, but paid by the Baroda State. In 1888, when Mr H Harrison, the then incumbent of the post, was appointed Assistant Resident, Okhamandal, the post of the Superintendent lapsed and has continued unfilled The Assistant Resident,

Amreli, however, has held charge of the office in addition to his own duties. In 1886 the Government of India consented to the removal of the head-quarters of the battalion from Dhari to Amreli. But, with a short interval in 1888, the regiment has remained at Dhari, detachments being stationed at Amreli, Kodinar, Damnagar, Bhimkatta, Ratanpur and Kadi. In 1898 the Government of India consented to the Darbar exercising full control over the battalion, subject to the proviso that adequate measures are taken for the maintenance of peace and order in and on the borders of the Amreli Mahals, and that requisitions from the political authorities in Kathiawar for assistance in connection with outlawry and dakaiti are readily complied with by the State, such requisitions being carried out by the Officer Commanding the Battalion on their direct receipt from the Assistant at Amreli.

Mandvi Tora Giras.—The petty State of Mandvi within the limits of the Surat district, which has lapsed to the British Government, used to collect annually from the neighbouring Baroda villages a sum of Broach Rs. 46,500 as Tora Giras. After the lapse of Mandvi to the British Government this right remained dormant for some time, but was revived. The Gaekwar resisted the claim, basing his argument chiefly on the grounds that the levy was an immoral one imposed by a robber chieftain on peaceable villages belonging to Baroda. It was clear, however, that whatever the origin of the levy may have been, it was an asset belonging to the State of Mandvi and not private revenue of the Chief, and that it was in existence long before the Gaekwar's entry into Gujarat. Under these circumstances it was decided that Baroda should pay to the British Government yearly a sum of Rs. 43,858 (British) on this account *minus* Rs. 16,456, on account of similar payments due to Baroda from the districts of Ahmadabad and Kaira. The arrears due from Baroda up to the year 1865-66 were remitted.

No. I.

TREATY with FUTTEH SING,—1773.

Seal of Futteh Sing	The Company's Seal

AGREEMENT between WILLIAM ANDREW PRICE, Esq., Chief for Affairs of the BRITISH NATION, in behalf of the HONOURABLE UNITED EAST INDIA COMPANY, on the one part and FUTTEH SING GUIKWAR on the other part.

The town of Baroach, lately belonging to Mahazuz Khan, Nawab,
mpany,
it was
receiv-
d, both
within the town and territory annexed thereto In this there is not to be any difference Agreeable to the above everything is to continue

This is the agreement sealed by both parties, the 12th day of January 1773, or the 18th of Shewwel, in the 1186th year of the Hegira.

No. II.

TRANSLATION of THE TREATY between ROGOONATH ROW PUNDIT PURDAN on one part, and FUTTEH SING and SEVAJEE ROW SHUMSHER BAHADOOR *on the other part*

That Sevajee and Futteh Sing Shumsher Bahadoor had disobeyed and
of Colonel Keatinge, for and
Company, have by promising
Purdan. The following are
the Articles of their proposals:—

ARTICLE 1.

That Sevajee and Futteh Sing Guikwar Shumsher Bahadoor do hereby agree to pay the sum of eight lakhs of rupees every year to the Sircar.

ARTICLE 2.

That they are, as usual, to attend with a troop of 3,000 good horse and men, which numbers are not to be lessened.

ARTICLE 3.

In Mhado Rao's time they used to pay every year three lakhs of rupees to Govind Rao Guikwar Shumsher Bahadoor, which sum it is settled not to pay him henceforth, and about which Govind Rao is to make no claim against Sevajee and Futteh Sing.

ARTICLE 4.

Conde Rao Guikwar Jumush Bahadoor is to be countenanced on the same footing and agreeable to the assentment made in the time of the late Damajee Rao, deceased.

ARTICLE 5.

That the government and revenues of the pergunnah of Baroach have been ceded to the Honourable Company agreeable to the agreement made between them and Sheremunth Punt Purdan, about which Sevajee and Futteh Sing are not to make any dispute.

ARTICLE 6.

The Pergunnahs of Chickly, Veriow near Surat, and Koval near Nerbudda, and about 15 coss distance from Baroach, which altogether makes three pergunnahs, the Guikwar has ceded to the Honourable Company for ever on account of the peace they made between the Guikwar and Sheremunth Punt Purdan.

ARTICLE 7.

That in the Court of Sheremunth Punt Purdan the Guikwar must pay a due attention to everything that is reasonable without having any communication with the enemies.

ARTICLE 8.

That for the confirmation and compliance of the above Articles the Honourable Company stand security, and should the Guikwar appear any ways false the Honourable Company are to preserve them.

Ragoba is also to fulfil the above said Articles without any difference.

No. III

TREATY as ratified by the SUPREME GOVERNMENT in 1780.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and FUTTEH SING RAO GUIKWAR SHUMSHER BAHADOOR, concluded at the village of CANDEELA, in the PERGUNNAH of DUBHOY, January 26th, 1780.

The ministers of the Mahratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard in the name of the Honourable Governor-General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English compelled them to take up arms in *defence of their own rights and* possessions, the Honourable the President and Select Committee of Bombay, with the sanction and approbation of the Honourable Governor-General and Council of Fort

lasting peace and alliance betwixt the Honourable the East India Company on one part, and Futteh Sing Rao Guikwar Shumsher Bahadoor, for and in the name of all the Guikwar family, on the other, and the following are the Articles of convention mutually entered into:—

ARTICLE 1.

A Treaty between the Chiefs of the English Company and Futteh

TREATY as originally concluded and exchanged with FUTTEH SING in 1780.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and FUTTEH SING RAO GUIKWAR SHUMSHER BAHADOOR, concluded at the village of CANDEELA, in the PERGUNNAH of DUBHOY, January 26th, 1780.

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able English East India Company on the one part, and Futteh Sing Rao Guikwar Shumsher Bahadoor, for and in the name of all the Guikwar family on the other, and the following are the Articles of convention mutually entered into:—

ARTICLE 1.

The English and Futteh Sing Rao agree to a league of defensive alliance,

Sing Rao Guikwar Shumsher Bahadoor is concluded under solemn engagements, that the friends of the one shall be the friends of the other, and the enemies of the one the enemies of the other. If any one shall invade the territories of the English it shall be incumbent on Rao Shumsher to punish him, and if any one shall invade the country of the said Rao the Chiefs of the English Company shall use their endeavours to repel him. In this let no deviation happen.

ARTICLE 2.

Whereas the ministers of Poona have repeatedly violated the Treaty which under the strongest engagements they entered into with the Chiefs of the English Company, and whereas they have committed various acts of hostility towards the English, and having also bound their loins with enmity against Futteh Sing Rao Guikwar Shumsher Bahadoor have greatly oppressed him, wherefore it has become necessary for our mutual honor to check and resent the injuries which have been committed by the ministers of Poona, it is therefore at present agreed that having removed the government of the ministers of Poona from the country of Guzerat, we will conquer and possess ourselves of the whole country of Guzerat and the soubah of Ahmedabad and make such an arrangement that the ministers shall not be able to receive or collect a single Daum from that country.

ARTICLE 3.

The share of the country of Guzerat belonging to the Guikwar shall be continued and kept entire, and the share of the ministers of

and to protect each other against all foreign enemies whatever.

ARTICLE 2.

The ministers of the Mahratta State, by repeated violations of Treaty, as well as their late conduct having drawn on themselves the just resentment of the English; having also by undue acts of oppression proved themselves the enemies of Futteh Sing; for these reasons and because the most firm and sincere friendship has long subsisted betwixt the Honourable Company and Futteh Sing, the contracting parties mutually agree to enter immediately into an offensive league, excluding the government of Poona from all share of country in the province of Guzerat whatever.

ARTICLE 3.

The English agree to support and defend Futteh Sing in possession of his share of the Guzerat province; and Futteh Sing is to assist and support

Poona shall be enjoyed by the English Company, and Rao Shumsher Bahadoor shall support and assist the Chiefs of the English Company in taking it and in keeping possession of it, and the Chiefs of the English Company shall not fail to support and assist Rao Shumsher Bahadoor in the defence and *maintenance of his share*

ARTICLE 4

As it is of particular importance to settle the country, and as a Treaty of union is established betwixt Rao Futteh Sing Shumsher Bahadoor and the English, Rao Shumsher Bahadoor engages that he will supply for the present war three thousand horse as usual, and further as many more as he can at the requisition of the Chiefs of the English Company, and will perform all that is incumbent on a conjunction of interests

ARTICLE 5

Whereas in the divisions held by the Guikwar and the ministers of Poona respectively, by reason of the double government which exists in the same town, and the vicinity of their villages to one another, disputes and quarrels daily take place, the collection of the revenues of the country is impeded and prejudiced, and the ryots are distressed: the English Chiefs are for these reasons desirous of settling a new partition, so that a Treaty having mutually taken place no differences may arise; and with a view to the interests and welfare of both a portion of country equal to the share held at present by the ministers of Poona, according to the established collections and customary receipts of

the English in possessing themselves of, and maintaining the share now held by, the government of Poona

ARTICLE 4

In order to accomplish this service, as a firm friendship is now established betwixt the English and Futteh Sing, the latter agrees to join the English with three thousand horse according to custom, and as many more as he can *possibly raise, to act in conjunction with* them during the present war, whenever they shall call upon him to do so

ARTICLE 5

As the present mode of partition be-

that must arise from the interference of the officers of each in collecting the revenues of the same places and that lay interspersed with one another, it is agreed upon that a new settlement of the province of Guzerat shall take place for the mutual benefit and convenience of both parties, the express object of which will be an absolute and specific partition of the whole territory betwixt the Honourable East India Company and Futteh Sing, according to the proportion of the revenues now respectively held by him and the Mahrattas.

revenue, shall, after the conquest of these districts, be given in exchange to the Company. It is intended that there shall not be a Daum difference.

ARTICLE 6.

The city of Ahmedabad, together with the pergunnahs, that is to say, the whole of the country lying on the other side of the river Myhee, which is now possessed by the Poona government, shall be conquered and given to Rao Shumsher Bahadoor, and in exchange for it the pergunnahs of Surat Attaveessee, and the chouth of the city of Surat, shall be allotted to the share of the English Company; whatever difference may arise in the revenue of the respective shares by this exchange shall be adjusted according to the preceding Article.

ARTICLE 6.

Ahmedabad and its dependencies, that is to say, the country to the north of the river Myhee, now possessed by the Poona government, to be allotted to Futteh Sing, in lieu of which the English are to be put in possession of the Guikwar division of the country, south of the Taptee, known by the name of Attaveessee, and their share in the revenue of the city of Surat.

ARTICLE 7.

Whenever Rao Shumsher Bahadoor shall require troops to conquer the country comprehended under the share of the ministers of Poona and laying on the other side of the river Myhee, they shall be supplied by the English Company.

ARTICLE 7.

The English will give such assistance of force as Futteh Sing may require to conquer and put him in possession of the Poona share of the country to the north of the Myhee.

ARTICLE 8.

After the partition of the country of Guzerat is effected, each party shall have the sole government in the districts allotted to their respective shares, and shall have no dependence on one another except when any enemy shall invade the country of Rao Shumsher Bahadoor, in which case assistance shall be brought by the English Com-

ARTICLE 8.

The final partition and settlement of the Guzerat province being made, each party is to have the distinct and sole government and possession of the division allotted to him, and to hold his share independent of and unconnected with the other, except when united for their common defence against a foreign enemy, which they mutually and in the most solemn

pany; and if any enemy shall invade the share of country allotted to the English Company, Rao Shumsher Bahadoor shall afford support and assistance and this partition of the country of Guzerat, which hath with mutual approbation been settled betwixt Rao Shumsher Bahadoor and the English Company, shall perpetually remain and be continued to their respective descendants and successors In no respect shall it be broken through by either.

manner agree to do in case of such attack being made upon either, and this partition and settlement mutually agreed to is to be binding upon them and their posterity for ever.

ARTICLE 9.

Agreeable to the representation of Rao Futteh Sing Bahadoor the money which he annually sends to Poona must not be sent, he must keep it with himself; whenever any negotiation for peace shall take place with the ministers of Poona, the interest and welfare of Rao Shumsher Bahadoor shall first be discussed The interests of Rao Shumsher Bahadoor and the interests of the Company are one and the same

ARTICLE 9

Futteh Sing having requested that the English support him in withholding the annual tribute hitherto paid by him to the Poona government, it is stipulated that the Honourable Company will do so till a final peace shall be concluded betwixt them and the Poona government, in which the interest of Futteh Sing shall be carefully and equally attended to with their own

ARTCILE 10

As the above Article is for the advantage of Rao Futteh Sing Shumsher Bahadoor, he, from the friendship and regard which he bears towards the Chiefs of the English Company, shall make over to the Company the district of Zinnore, together with the villages of Baroach, which are at present in his possession. Whatever difference may arise in the revenue of the respective shares by this exchange shall be adjusted according to the fifth Article,

ARTICLE 10

In consideration of the advantage that will arise to Futteh Sing from the above Article, and as a proof of his sincere regard and friendship for [illegible]

to remain for ever in the possession of the Company.

ARTICLE 11.

All the pergunnahs and villages above mentioned shall be delivered over to the Chiefs of the Company from the day on which the city of Ahmedabad is delivered over to Rao Shumsher Bahadoor; from the day on which possession is taken of the city of Ahmedabad, the revenues of the above pergunnahs shall be enjoyed by the English Company, and from that day no claim of collection shall be made on account of the time past in these pergunnahs.

ARTICLE 11.

All the countries and places made over to the English in this Treaty by Futteh Sing are to be delivered into their hands, and the collections accounted for to them from the day that Futteh Sing is put in possession of the city of Ahmedabad; and no demand of collection for any past time is to be made on them by Futteh Sing.

ARTICLE 12.

It is agreed that two copies of this Treaty be immediately sent to the Honourable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honourable Governor General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy so authenticated is to remain with the Honourable President and Select Committee of Bombay and another with Futteh Sing.

ARTICLE 12.

It is agreed that two copies of this Treaty be immediately sent to the Honourable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honourable Governor General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy so authenticated is to remain with the Honourable President and Select Committee of Bombay and another with Futteh Sing.

(Sd.) T. GODDARD.

(A true translation.)

(Sd.) DALHOUSIE WATHERSTONE,

Persian Translator.

Company's Seal.

This Treaty was ratified by the seal of the Company and the signa-

This Treaty was signed, sealed and delivered to the contracting parties by

tures of the Members of the Supreme Council on 26th June 1780.

each other in the presence of us, who have hereunto signed our names.

(Sd) JOHN COCKERELL,
Quarter Master General,

" EDWARD HEARD,
Adjutant General.

N B—A copy of this Treaty was also written in Persian, and the Articles respectively placed opposite to the English ones and signed as follows :—

(Sd) T. GODDARD.

The Seal of the Company	Futteh Sing his Seal	Futteh Sing's *signature.*

(Sd) GOVIND GOPAL,
The Raja's Dewan

" ROLAJEE SCINDIA,
Married to the daughter of Sayajee, Futteh Sing's brother.

NOTE —The Treaty, as modified and ratified by the Supreme Government, does not appear to have been finally exchanged with Futteh Sing The Treaty of Salbye,* however, cancelled both Treaties

*See Vol. VI. The Peshwa

No. IV.

ARTICLES of CONVENTION between the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR in COUNCIL OF BOMBAY, for and on behalf of the HONOURABLE EAST INDIA COMPANY, of the one part, and RAOJEE APPAJEE, for and on behalf of ANUND RAO GUIKWAR SENA KHAS KHEYL SHAMSHER BAHADOOR of the other part, for the security of the dominion and government of the GUIKWAR IN GUZERAT,—1802.

ARTICLE 1.

The said Raojee Appajee having solicited the assistance of the English troops against Mulhar Rao, with a view of bringing him to reason, either by

peaceable or hostile means, so as to prevent his ruining the country of the State of the Guikwar, of which Anund Rao is the proper and legitimate heir and head, and the English troops, under the command of Major Walker, having accordingly arrived in the territories of the Guikwar, and the said Raojee Appajee being also come to Cambay to meet the Honourable the Governor, it is hereby agreed by and between them that the expense already incurred, and such others as may hereafter be occasioned, for the pay, allowances, transportation of the troops, expenditure, and transportation of stores, ammunition, &c., shall be accounted for and paid, with interest, at the rate of three-quarters per cent. per month of thirty days, by the said Raojee Appajee, on Anund Rao Guikwar, and the State aforesaid, in two instalments; the first to become due on or before the 5th of October next, and the second on or before the 5th of January 1803, for the security of which he assigns and mortgages the Guikwar's share of the district of Attaveessee, near Surat, hereby agreeing that, on failure of the first instalment, the English are to take possession of the said country, and to retain the same under their own collection and management, until the whole be fully cleared and made good to the Honourable Company, with interest.

ARTICLE 2.

It is further hereby stipulated between the Honourable East India Company and the Guikwar State that the latter shall permanently subsidize from the Honourable Company a force of about two thousand sepoys, one company of European artillery, and its proportion (consisting of two companies) of lascars, the estimated expense of which, including establishment of stores, being about Rupees 65,000 per month. It is hereby agreed that landed jaidad or funds be assigned so as fully to cover this expense, and whatever it may amount to, from such part of the Guikwar territories as may be hereafter fixed on, in view to the greatest convenience of both parties; but this Article is not to be carried into effect till the war against Khurree be closed, when it is also proposed, through the co-operation of the English, to effect a reduction in the number of the Arab force now kept up, and meanwhile this is to be considered as an eventual and to remain at present an entirely secret Article.

ARTICLE 3.

The pergunnah of Chowrassee and the Guikwar's share of the chouth of Surat having been ceded to the Honourable Company in pursuance of the engagement, by letters to that effect from the late Govind Rao to the Honourable the Governor of Bombay, the same is hereby confirmed for ever.

ARTICLE 4.

This agreement to be binding and permanent when ratified by the Supreme Government of Bengal, who, in all political concerns, control the other Presidencies, but in the meantime to be in full force.

In witness whereof the parties have interchangeably set hereunto their hands and seals, in Cambay, this 15th day of March 1802.

(Sd). J. DUNCAN [L. S.]

(Sd) RAOJEE APPAJEE. [Seal of the Guikwar State]

NO. V.

ARTICLES of AGREEMENT between the HONOURABLE JONATHAN DUNCAN, ESQ, PRESIDENT and GOVERNOR of BOMBAY, for and in behalf of the HONOURABLE EAST INDIA COMPANY and RAOJEE APPAJEE, the DEWAN or MINISTER OF ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, for and in behalf of the said ANUND RAO GUIKWAR, in virtue of the full powers vested in the said RAOJEE APPAJEE to treat and settle for the affairs of the GUIKWAR principality with the said GOVERNOR of BOMBAY, which powers bear date the 3rd of Zilkad, or 8th of March in the year of our Lord 1802.

ARTICLE 1.

Whereas certain Articles were, under date the 15th of March last answering to the 10th Zilkad, entered into, under the above-mentioned full powers, by the said contracting parties in reference to the war then carrying on against Mulhar Rao, and providing for the Guikwar government's defraying the whole expense thereof and for its subsidizing a permanent force from the Honourable Company, and ceding to them the pergunnah of Chowrassee and the Guikwar's share of the chouth of Surat; all these stipulations are herein declared to be in full force, and of equal strength and validity as if repeated in the present Treaty.

peaceable or hostile means, so as to prevent his ruining the country of the State of the Guikwar, of which Anund Rao is the proper and legitimate heir and head, and the English troops, under the command of Major Walker, having accordingly arrived in the territories of the Guikwar, and the said Raojee Appajee being also come to Cambay to meet the Honourable the Governor, it is hereby agreed by and between them that the expense already incurred, and such others as may hereafter be occasioned, for the pay, allowances, transportation of the troops, expenditure, and transportation of stores, ammunition, &c., shall be accounted for and paid, with interest, at the rate of three-quarters per cent. per month of thirty days, by the said Raojee Appajee, on Anund Rao Guikwar, and the State aforesaid, in two instalments; the first to become due on or before the 5th of October next, and the second on or before the 5th of January 1803, for the security of which he assigns and mortgages the Guikwar's share of the district of Attaveessee, near Surat, hereby agreeing that, on failure of the first instalment, the English are to take possession of the said country, and to retain the same under their own collection and management, until the whole be fully cleared and made good to the Honourable Company, with interest.

ARTICLE 2.

It is further hereby stipulated between the Honourable East India Company and the Guikwar State that the latter shall permanently subsidize from the Honourable Company a force of about two thousand sepoys, one company of European artillery, and its proportion (consisting of two companies) of lascars, the estimated expense of which, including establishment of stores, being about Rupees 65,000 per month. It is hereby agreed that landed jaidad or funds be assigned so as fully to cover this expense, and whatever it may amount to, from such part of the Guikwar territories as may be hereafter fixed on, in view to the greatest convenience of both parties; but this Article is not to be carried into effect till the war against Khurree be closed, when it is also proposed, through the co-operation of the English, to effect a reduction in the number of the Arab force now kept up, and meanwhile this is to be considered as an eventual and to remain at present an entirely secret Article.

ARTICLE 3.

The pergunnah of Chowrassee and the Guikwar's share of the chouth of Surat having been ceded to the Honourable Company in pursuance of the engagement, by letters to that effect from the late Govind Rao to the Honourable the Governor of Bombay, the same is hereby confirmed for ever.

ARTICLE 4.

This agreement to be binding and permanent when ratified by the Supreme Government of Bengal, who, in all political concerns, control the other Presidencies, but in the meantime to be in full force.

In witness whereof the parties have interchangeably set hereunto their hands and seals, in Cambay, this 15th day of March 1802.

(Sd). J DUNCAN. [L S.]

(Sd) RAOJEE APPAJEE. [Seal of the Guikwar State.]

No. V.

ARTICLES of AGREEMENT between the HONOURABLE JONATHAN DUNCAN, ESQ, PRESIDENT and GOVERNOR of BOMBAY, for and in behalf of the HONOURABLE EAST INDIA COMPANY and RAOJEE APPAJEE, the DEWAN or MINISTER OF ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, for and in behalf of the said ANUND RAO GUIKWAR, in virtue of the full powers vested in the said RAOJEE APPAJEE to treat and settle for the affairs of the GUIKWAR principality with the said GOVERNOR of BOMBAY, which powers bear date the 3rd of Zilkad, or 8th of March in the year of our Lord 1802.

ARTICLE 1

Whereas certain Articles were, under date the 15th of March last answering to the 10th Zilkad, entered into, under the above-mentioned full powers, by the said contracting parties in reference to the war then carrying on against Mulhar Rao, and providing for the Guikwar government's defraying the whole expense thereof and for its subsidizing a permanent force from the Honourable Company, and ceding to them the pergunnah of Chowrassee and the Guikwar's share of the chouth of Surat; all these stipulations are herein declared to be in full force, and of equal strength and validity as if repeated in the present Treaty.

ARTICLE 2.

Mulhar Rao having commenced hostilities with the State of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, and taking possession of Vessanagur, induced Anund Rao to solicit the assistance of a British force for the purpose of effectually reducing Mulhar Rao and taking his fort of Kurree, upon which the English sent a force to Cambay, with the view of bringing the said Chieftain to reason, either by peaceable or hostile means; and the latter having in consequence being pursued, on account of Mulhar Rao's not abiding by the advice of the English, the war has since terminated successfully for the State of Anund Rao, who has in consequence entered on possession of the fort of Kurree and of its pergunnahs, and of Mulhar Rao's other territories, and made a provision for him in the pergunnah of Neryad, ceding also to the English Company the pergunnah of Chickly, situated in the district of the Surat Attaveessee, in full sovereignty for ever, as a spontaneous mark of his gratitude for their assistance in overcoming this opposition to his authority.

ARTICLE 3.

By the second Article of the Convention of the 15th of March last it is stipulated that jaidad or landed funds equal to the income of Rupees 65,000 per month shall be assigned to the Honourable Company to defray the expense of the subsidized force; but as, from the present encumbered and mortgaged state of the districts composing the Guikwar principality, these assignments cannot be effected, and the Honourable Company put into possession during the current year beginning from the Mirgh of 1859, or June 1802, it is hereby agreed that the payment of the subsidy for this term shall be secured, according to the condition of a separate bond executed for this purpose, under the present date, and that the assignment of land to the Honourable Company shall be effectively and fully accomplished by the Mirgh of 1860, beginning in June 1803. This subsidy to be chargeable to the Guikwar State from the period referred to in the Convention of the 15th March.

ARTICLE 4.

The second Article of the Convention of the 15th March last, proposing to effect a reduction in the number of the Arab force under the Guikwar government, the principal obstacle to which consists in want of ready money funds for the liquidation of the arrears of such part of the said establishment as it is proposed to disband, and the Honourable Company meaning to extend to this effect some pecuniary assistance to the Guikwar State, the repayment of this amount is to take place and be secured in manner following:—

The first payment of interest by the Mirgh of 1860, or June 1803; the second year's interest, and one-third of the principal, by the Mirgh of 1861, or June 1804; and all the remaining principal and interest by the Mirgh of 1862, or June 1805. But in the event of failing in the above stipulated payments, the revenue of the pergunnahs of Baroda, Coral, Sinnore, Petlaud and Ahmedabad, to the full amount of the russud, which will be about Rupees 11,75,000 per annum, shall be collected by the Company, in proportion to the

advance that may be made by them ; and when this debt is fully paid, the collection of that part of the revenue from the above-named pergunnahs shall revert again to the administration of the government of Baroda

ARTICLE 5.

[illegible] understanding between the [illegible] nd the State of Anund Rao [illegible] will grant the said Chief its countenance [illegible] to justice and as may [illegible] which he is also to [illegible] represented sundry [illegible] as assured Raoba of the general attention of the Honourable Company to protect the administration of Anund Rao in all their rights, and to be aiding to its concerns with His Highness the Peishwa, or elsewhere, on all just occasions, where their assistance may prove requisite and useful.

ARTICLE 6.

For the cultivation and promoting the permanency of the good understanding between the two States, there shall be a constant good correspondence kept up between them, and agents reciprocally appointed to reside with each.

ARTICLE 7.

In future the subjects of each State who may take refuge with either shall be delivered up, if the State from which such party or parties shall have fled appear to have any demand of debt or any just claim against him or [illegible] me[illegible] ow [illegible] cordiality will be shown.

ARTICLE 8.

Th[illegible] ratified by the [illegible] ns, controls all [illegible]

In witness whereof the parties to the foregoing Articles of Agreement have interchangeably put their hands and seals, in Cambay, this 6th day of June, in the year of our Lord 1802.

(Sd) JONATHAN DUNCAN.

Signed, sealed, and delivered in the presence of

(Sd.) A WALKER.

" KAHMAULEDDEEN

TRANSLATION of a SUNNUD or GRANT of CHICKLY written in the form of a letter to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, by ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

After compliments.—Mulhar Rao Guikwar Himut Bahadoor being indebted to us for the arrears of our annual accounts, and having exchanged bahanders or securities for the future good behaviour on both sides, a settlement had taken place. In the present year Mulhar Rao unjustly raised a quarrel with us, and without paying any regard to the bahanders or securities we sent to him for the purpose of discussing the subject, the fort of Vessanagur was taken from us, and he occasioned much disturbance in our country. Babajee Appajee, on his proceeding with troops to Katia and Katiavod, was opposed by him, and there ensued a battle. In consequence of this we despatched Kehmauleddien Hossein Khan Bahadoor and Gopal Rao Bapojee to you, and begged the assistance of the Company Bahadoor, on condition that we shall defray the charges of their troops, for which a due provision has been separately made; but in testimony of our sense of the seasonable assistance afforded to us by the Honourable Company, we now make the Company a present of Chickly, within the province of Surat Attaveessee, to be taken possession of by the English at the beginning of the approaching year, or Suvant 1859, and to enjoy the benefit of it for ever. In this pergunnah, whatever are the gifts and donations, such as annuities, enams of villages and grounds, charitable allowances, and the rights of the zemindars may be observed and allowed for, according to the usual rules, and the balance of the present year against that pergunnah may be discharged agreeable to its accounts.

Dated 2nd Suffer 1858, or 4th June 1802.

MALSA KAUNT in the Rajah's own handwriting.

I, Anund Rao Guikwar Sena Kheyl Shumsher Bahadoor, do hereby confirm and ratify such compacts and agreements as my faithful Dewan, Raojee Appajee, hath in my name and on my behalf made and concluded with the Honourable the Governor of Bombay.

ARTICLE 1.

I hereby confirm and ratify such grants of lands as my said Dewan, Raojee Appajee, has made to the Honourable Company, either in enam or jaidad; and I also declare that I hold myself, my heirs and successors, bound to repay in money, or in such further landed assignments as may be sufficient for the purpose, all debts and expenses which the English Government have

been at or contracted in the course of their military operations in Guzerat undertaken for the support of my Government

ARTICLE 2

prudence of my Dewan in remain permanently in this an unlimited dependence

I have determined that the payment of this subsidiary force shall commence from the first of this month, English style, or first of Assar 1859, Hindoo era.

ARTICLE 3.

As I repose an entire confidence in the English, I depend on their friendship to shield me from misfortunes I am sensible that there are many evil-disposed persons amongst the Arabs, who disregarding my legal authority, have plotted against my liberty and even my life

By the favour of God they have been defeated, but should their wicked machinations at any time hereafter succeed, I shall expect the English to release me, and desire that all my acts and deeds, although executed by me in the usual form, while in that state of restraint, may be considered as of no validity I desire, therefore, that my subjects will pay no attention to my orders in this situation, but hear what Major Walker has to say, strictly following his directions, and assisting him in every measure that he shall devise or direct for restoring my person to freedom

Whoever in short shall either bring Canojee into the management of affairs, or shut me up in the fort of Baroda, or elsewhere, is a rebel, and I fully authorize the aforesaid Major Alexander Walker, or the person entrusted with the chief management of the Company's affairs in Guzerat, to chastise such disturbers of government, and bring them to that punishment which is due to those who endanger the person of their Sovereign in every part of the world Thus, therefore, I order all the faithful officers of government, silladars, sebundy, and others, on any of the foregoing events occurring, to obey Major Walker's orders.

ARTICLE 4.

Whereas it is signified in certain Articles of agreement between the Honourable the Company and my Dewan, Raojee Appajee, that the English Govern my service, Major at Baroda, consent reduction in the following terms.

ARTICLE 5.

As it seems impossible that I can retrieve myself or my country from its present embarrassments without reforming and reducing the expense in every department, I do hereby promise and agree to make the necessary

reductions by degrees. The objects of reduction are contained in the annexed account; and, if possible, they shall be effected at the periods specified opposite to each of the Articles.

ARTICLE 6.

Before any money is advanced, Major Walker must be satisfied that a real and effective reduction shall take place. For this purpose an exhibition must be made of the accounts, and a muster taken of the troops in the presence of three persons, *viz.*, one on the part of the Company, one on the part of the Guikwar Government, and the third by such of the Jemadars or Parokhis as may be the agents of the sebundy. According to this muster the account shall be taken and discharged.

ARTICLE 7.

I do hereby further agree and promise that I shall positively reduce the Arab and other force, within six or eight months after the present reduction is accomplished, to the standard of Futteh Sing's time; but to enable me to perform this stipulation, it will be necessary for the English Government to assist me as they have done on the present occasion.

ARTICLE 8.

Provision is already made in the fourth Article of agreement, executed and interchanged between the Honourable the Governor of Bombay and my Dewan, Raojee Appajee, bearing date the 6th June, or 5th Suffer last, for the payment of the principal and interest of the money to be advanced by the Company; but as it has since been proposed to pay the same off one year sooner than is thereby provided, by applying the entire russud of the lands appropriated by that Article, to the amount of Rupees 11,75,000 per annum, to the discharging, in equal proportions, of the principal and interest of the money to be advanced by the Company, and by such other persons as may engage therein, Major Walker accepts of the modification by which the Company's advance may be liquidated one year sooner than it would be by a strict adherence to the letter of Treaty, it being, however, always understood that the provisions in the fourth Article of the said Treaty of the 6th June, or 5th Suffer, are always in full force, the same as if this subsequent engagement had not been made, in the event of the repayment of the Honourable Company's loan, as well of principal as of interest, failing to be made good in the more speedy mode now proposed. The amount of the above receipt, or russud, is to be collected every year from the Comavishdars of the pergunnahs allotted for this purpose, in the Treaty of the 6th June, by such persons as the Government of Bombay may appoint.

ARTICLE 9.

Interest on that part of the pecuniary assistance and aid which the Company may give on this occasion shall be reckoned and accounted for from the

time the said Company may raise a loan for that purpose and it shall be reckoned every six months, at the rate of three-quarters per cent. per month of thirty days, instead of every year or every twelve months All or any loss by exchange, or otherwise, which may arise by bringing the money from Bombay to this place, shall be on my account, and made good by me and my successors

ARTICLE 10.

Conformably to Major Walker's suggestions and wishes, the Articles contained in this declaration were written, and to which I have given my assent, but in the event of evil-disposed persons attempting anything unfair or unreasonable against my person, my Dewan, Raojee Appajee, his son, his brother, nephew, or relations, and Madho Rao Tatia Muzumdar, or even should I myself, or my successors, commit anything improper or unjust, the English Government shall interfere, and see, in either case, that it is settled according to equity and reason.

I have also required of Major Walker, on the part of the Company, to promise that my State and government shall be permanent, and descend to the lineal inheritors of the musnud, and that the Dewanship shall be preserved to Raojee Appajee

In the last place, I desire to form the most intimate connection with the Company, and that all business with the Poona Durbar may be jointly managed by the English Resident and my vakeel.

Such are my wishes and sentiments, so help me God!

Given at Baroda, 29th July 1802.

Witness:

(Sd.) GOPAL RAO BAPOJEE,
Vakeel in behalf of Sena Khas Kheyl, Shumsher Bahadoor.

Witness:

(Sd.) MIGUEL DE LIMA SOUZA.

The date of the Mahratta version, in the handwriting of the Dewan, as also the signature "Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor." The following words are written in the Rajah's own hand: "The above writing is true."

The Seal

APPENDIX to the TREATY with ANUND RAO GUIKWAR.

APPENDIX No. 1.—TRANSLATION of an ENGAGEMENT by MULHAR RAO GUIKWAR HIMUT BAHADOOR to the HONOURABLE the GOVERNOR of BOMBAY.

Having through my misfortune fallen into a warfare with the State of Brodera, and been defeated by the army of the said State, assisted by the arms of the Honourable English East India Company, I surrendered myself on a promise of security to my life and my honour, since which the government of Brodera hath, at the instance of the Governor of Bombay, on the condition of my sending for my family, and abstaining from all direct or indirect disturbance or conspiracy against either State, made the following provision for me, *viz.*, that out of the pergunnah of Neryad (which is the ancient seat and abode of my predecessor) a jaidad of a lakh and a quarter of Rupees be assigned and committed to me for the support of me and my children, family, and brothers, wherefore I agree and give in writing, that exclusive of watchmen, not to exceed two hundred men, and a due proportion of sebundy to make my collections, I am not to maintain any troops whatsoever, hereby consenting that the officers of the Sircar of Brodera and of the English gentlemen may, at any time, after ascertaining the fact, cause any excess in my establishment, as above mentioned, to be dismissed. Neither am I ever to erect any fortifications, but to demean myself, as shall my son, brothers, and followers, in all respects as becomes a true well-wisher of both States, without any deviation or difference whatsoever. As my securities in which respects, Major Walker, on the part of the Honourable Company, and Meer Kehmauleddeen Hossein Khan Bahadoor, have, at my instance, engaged their responsibility, and likewise undertaken to be the guardians of my rights, under this deed and engagement; and should there prove any deficiency in the jaidad of Rupees 1,25,000, those gentlemen are, by interposing with the officers of the Brodera government, to cause it to be made up. Besides this, if after experience had of my good behaviour and the sincerity of my heart, and there thence remaining no doubts respecting me, it should ever please Anund Rao Sena Khas Kheyl Shumsher Bahadoor, with the approbation of the English Government, to make any increase in the present provision for me, I shall have cause to be thankful on that account.

Dated 1st of Suffer 1217, or 2nd of June 1802.

N.B.—A copy of the original of this engagement has been deposited with the officers of Rajah Anund Rao's government.

APPENDIX No. 2.—The GOVERNOR of BOMBAY to MULHAR RAO HIMUT BAHADOOR.

Having perused your engagement of the 1st of Suffer, I approve thereof: you are therefore in full security to repair and continue to dwell

with your son and brothers, and now dispersed family (whom you are to send for) at Neryad, on the terms of the Sunnud of the 5th of Suffer from Rajah Anund Rao Sena Khas Kheyl Shumsher Bahadoor ; and on condition of your acting according to the Sunnud in question, and conforming to your engagement aforesaid, you may be certain of enjoying the full protection of both Sircars, that is, of the English and of Brodera, nor shall any one, either now or hereafter, have the power to occasion you causeless or unjust molestation

Dated 6th of June 1802, or 5th of Suffer 1217

(Sd.) JONATHAN DUNCAN

The Company's Seal

APPENDIX NO. 3—From MULHAR RAO to ANUND RAO GUIKWAR

After compliments—Having been indebted to you in money, and having bahanders or securities between us, I have created a dispute with you, and after entertaining forces, have taken your fort of Vessanagur, and occasioned disturbances in your country, and there ensued a battle with Babajee Appajee.

This induced you to solicit the assistance of the English Bahadoor. The Honourable Jonathan Duncan Bahadoor proposed to me a peaceable adjustment, which I did not attend to, wherefore the English, in prosecution of their support to you, have taken from me the fort of Kurree and all the territories belonging to me, and delivered them into your Sircar, and for myself made a provision of Rupees 1,25,000 per annum from the pergunnah of Neryad, wh[illegible]
I shall accept
to you peaceal
hath satisfied
duct ourselves
given me for the maintenance of my family, I shall enjoy, and remain contented with it I have no sort of claim on you respecting my former places; but if, in conformity to my engagement, I shall continue to conduct myself peaceably, according to the Governor's order, you will get my jaidad a little increase from the Sircar.

Dated the 2nd Suffer, or 3rd of June 1802

Major Walker, on the part of the English East India Company, and Meer Kehmauleddeen Hossein Khan, are my bahanders or securities for the purpose of this writing.

(Sd.) MEER KAHMAULEDDEEN HOSSEIN KHAN, *as guarantee.*
„ MAJOR WALKER, *as guarantee.*

APPENDIX NO. 4.—FROM ANUND RAO to MULHAR RAO GUIKWAR HIMUT BAHADOOR.

After compliments.—The following are the Articles for the management of the villages given from the Sircar as a jaghire from the pergunnah Neryad, to the value of Rupees 1,25,000, for your expense and the maintenance of your family, *viz.*—

1st.—The pergunnah of Neryad shall never experience any imposition for the exaction of labour, Binny Bandry, or other articles whatever.

2nd.—The rule respecting hay, &c., will be continued to you, as it is usually observed in that pergunnah.

3rd.—In case of your being oppressed by the Coolies or Muwassies, and if you cannot overcome such difficulties yourself, a force shall be sent agreeably to your requisition, and these evils shall be thereby removed.

4th.—Your relations and friends at Kurree shall never experience any molestation, provided they conduct themselves peaceably.

5th.—You may receive from the pergunnah the Rupees 1,25,000 in the manner directed by its deed.

6th.—In case of any calamity, accident, or damage falling to the pergunnah, a due allowance or credit will be given on examination of its accounts.

The foregoing six Articles shall be complied with by the Sircar, for which Major Walker, on the part of the English East India Company, and Meer Kehmauleddeen Hossein Khan Bahadoor, are given as guarantees and mediators.

7th Suffer, or 8th June 1802.

Signature of Raoba, *his Diwan.*

Seal of Anund Rao.

N.B.—These Articles were particularly solicited by Mulhar Rao, and granted as an additional favour by Raoba, through the Governor's mediation, just previous to the latter taking leave to return to Brodera.

(Sd.) JONATHAN DUNCAN.

APPENDIX NO. 5.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR to SUCKHARAM CHINNAJEE, SOOBHADAR of SURAT ATTAVEESSEE, dated 2nd Suffer 1858, or 4th June 1802.

On account of disturbances raised by Mulhar Rao Guikwar Himut Bahadoor with the Sircar, the Honourable Jonathan Duncan, Esq., *President*

and Governor of Bombay, was called on for assistance; therefore the mehal of Chickly, within the province of Surat Attaveessee, has been given to the Honourable Company as a donation for them, to enter into possession at the beginning of the ensuing year 1859, excepting such gifts and allowances that this mehal is subject to, which shall be observed and complied with.

APPENDIX NO. 6.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR, &c., to VITUL RAO BABAJEE, COMAVISHDAR of CHICKLY, dated the 2nd Suffer 1858, or 4th June 1802.

In consequence of the disturbances raised by Mulhar Rao Guikwar Himut Bahadoor with the Sircar, the Honourable Jonathan Duncan, Esq., President and Governor of Bombay, having been applied to for assistance, the pergunnah of Chickly, within the limits of Surat Attaveessee, has been in consequence given to the Company of the English Bahadoor as an enam or donation, for them to enter into possession of it at the beginning of the approaching year, of Suvant 1859, wherefore you will deliver over to the Company Bahadoor the charge of it accordingly.

APPENDIX NO 7.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR, &c., to the ZEMINDARS of CHICKLY, dated Jesta Soodhe 4th, 1858, or 4th June 1802.

In consequence of the disturbances raised by Mulhar Rao Guikwar Himut Bahadoor with the Sircar, the Honourable Jonathan Duncan, Esq., President and Governor of Bombay, was called on for assistance, therefore the Sircar has given to the Company of the English Bahadoor the mehal of Chickly as a donation, to be taken possession of by them from the beginning of the Suvant 1859, saving always and subject to the gifts and donations, such as daily allowan[illegible]
table allowances, darakdars, [illegible]
whatever there may be in th[illegible]
orders, and attend to the annual gifts and exemptions above specified, as usual.

APPENDIX NO. 8.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, to MYRAL NARAYEN, dated 5th Suffer, or 6th June 1802.

After compliments.—Soorsun-esuney Myatein-wu-Ulf (the date of the year in Arabic)

On account of the English Company Bahadoor battalions or troops, expense Rs. 50,000 value in jaghire, from the pergunnah Nudyad, is made over; you will put them in possession accordingly. Signed and sealed.

APPENDIX NO. 9.—TRANSLATION of a SUNNUD for DHOLKA, executed by ANUND RAO GUIKWAR to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR, on behalf of the HONOURABLE COMPANY, dated 5th Suffer, or 6th June 1802.

A body of the Honourable Company's forces, consisting of two thousand men, besides the artillery, have been subsidized by our government: their charges are to commence from the date of the reduction of our Arab sebundy. Landed funds are to be assigned in discharge of this subsidy; but for the ensuing year 1859 all the territories or mehals belonging to the Guikwar State having been encumbered by mortgages, these assignments cannot be immediately carried into effect, wherefore it hath been agreed that at the beginning of the year 1860 the pergunnah of Dholka shall be assigned towards defraying the charges of the subsidized troops, for their future services, and accordingly, in the year 1860, this pergunnah shall be put into your possession for the purposes of the above-mentioned charges. In this pergunnah of Dholka, whatever annuities, daily allowances, charitable allowances, donations, and darakdars allowances there may be, should be observed and continued. In the same manner are also some villages in this pergunnah allowed for the private expenses of women of the Guikwar families, which are to be continued; the deficiency in the collection arising on this account shall be annually paid in cash.

APPENDIX NO. 10.—TRANSLATION of a BOND executed by ANUND RAO GUIKWAR to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR, on behalf of the HONOURABLE COMPANY, dated 5th Suffer, or 6th June 1802.

Whereas a body of the Honourable Company's troops, consisting of two thousand men, besides artillery, have been stationed with us, the expense of which is to commence from the date of the reduction of our Arab sebundy, and whereas we possess no means convenient to appropriate any land funds to defray their expenses for the first year, which amounts to Rupees 7,80,000; therefore, in part thereof, a jaidad, equal to Rupees 50,000 a year, from the villages of Neryad, has been assigned, and the balance (Rupees 7,30,000) shall be discharged within one year in cash, with nine per cent. interest, for

which is pledged the revenue of Kurree, after deducting the real charges and the proceeds, or what shall be recovered, on account of the collections of Bhawnagur and of Katia and Katiavod, for the Gentoo years 1857 and 1858, or through any other means, the sum of Rupees 7,30,000 shall be discharged in ready money, in one year For the due compliance with this, Babajee Appajee and Kehmauleddeen Hossein Khan have been tendered and delivered as securities

Seal of Anund Rao

Securities :

Babajee Appajee, whose name is signed by Raojee, and Kehmauleddeen Hossein Khan.

The seal

APPENDIX NO. 11.—TRANSLATION of a SUNNUD from ANUND RAO GUIKWAR to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, dated the 5th Suffer Suvan 1859.

In consequence of the disturbances raised with this Sircar by Mulhar Rao Guikwar Himut Bahadoor, I have taken possession of his territories through your means, *viz*, Kurree, Cupperbund, Deogong, whilst for the maintenance of his family and himself it has been agreed to make a provision in the pergunnah of Neryad, which inclusive of the Kellodary or fort, and articles situated therein, is known to be equal to a rental of Rupees 2,25,001, out of which he (the said Mulhar Rao) shall, on his residing at Neryad with his family, possess as follows, subject to an established or former annual varauth or assignment, in favour of Kehmauleddien Hossein Khan, on account of his pay and allowances to the amount of Rupees 50,000 a year including which last varauth we have put in possession of Mulhar Rao the Cusba and such part of the villages of the said pergunnah as shall yield him Rupees 1,75,001 upon your being the guarantee, and the remainder to the [illegible] rgunnah comprehended [illegible] is made over to you [illegible] amount you will accord- [illegible] ah whatever donation, annuities, and darakdars allowances are usually paid should be observed in proportion to the share of each party, and the Comavishdars' balance on the mehal in question shall be rateably discharged by each according to the accounts thereof

APPENDIX No. 12.—From ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to the ZEMINDARS of the PERGUNNAH of NUDYAD or NERYAD.

Be it known to all that out of the villages of this pergunnah revenue funds amounting to Rupees 50,000 are assigned in part of the expense of the British subsidized troops.

You are directed to deliver the power in this jaghire to the English Company Bahadoor from the beginning of the now commencing year, making over possession to them, and yielding obedience to their authority and management.

Dated Jeylsood 6th, 1858, or 5th Suffer, 6th June 1802.

Signed and sealed.

APPENDIX No. 13.—PRIVATE ENGAGEMENT to RAOJEE APPAJEE.

It is the intention of the Government of Bombay that the Dewanship of Raojee Appajee in the Sircar of Brodera shall be permanent, and that his son, brothers, nephews, and relations and friends shall be likewise duly protected and supported by the Honourable Company in their just rights; and if the Guikwar Sena Khas Kheyl Shumsher Bahadoor, or anybody else, should unreasonably treat them ill, or offer any undue molestation, the Company will protect them by interfering in their behalf. In witness whereof I have hereunto put my hand and seal, at Cambay, this eighth day of June, in the year of our Lord 1802.

(Sd.) J. DUNCAN.

APPENDIX No. 14.—GRANT of the VILLAGE of BHATTA, in the PERGUNNAH of CHOWRASSEE, to RAOJEE APPAJEE.

The Honourable English East India Company, placing the greatest reliance in the good faith and attachment of Raojee Appajee, Dewan of the Guikwar State, and having in view to extend always their permanent protection to him and to his relations, have, for the purpose of his and their abode, granted to him, from the beginning of the current year 1859 (June 1802), in enam for himself, his sons, and their or his children, for ever, the village of Bhatta, in the pergunnah of Chowrassee, to the end that entering on the possession thereof, he may appropriate its produce to his support.

Dated the 6th June 1802, or 5th Suffer 1215 of the Higera.

APPENDIX NO. 15.—CAMBAY, 27th February 1802.

Mr Miguel de Lima
the 26th instant, the sev
Taluckchund, at Bombay
proposals mentioned in
our ports and territories
therein stipulated, we do hereby confirm the same, and promise never to deviate from any of the proposals made by our said vakeel, Gulabchund Taluckchund, in his several letters to the said Mr Miguel de Lima e' Souza. In witness whereof Manabay Gorbay, his brother, uncle, and such of his relations who have a right in the territories mentioned by Gulabchund Taluckchund in his letters to Mr Miguel de Lima e' Souza, as are present at this place, have put their names to this, and the signature of others will be taken on their arrival at Dollerah.

Witnesses:

The above was written, read, explained, and signed before us,

(Sd) ROBERT HOLFORD
,, MUNGAJEE RANGAJEE
,, GULABCHUND TALUCKCHUND

TACOOR MANABAY GORBAY
TACOOR SESSMUTJEE SEETOJEE.
TACOOR DESSABAY RAZABAY.
TACOOR KULLABAY GORBAY.
TACOOR VAGAJEE SESSABAY
TACOOR HACKABAY CATTAHBAY.
TACOOR SORROBAY SATABAY.

Dollerah, 5th March 1802—The following people signed the paper on the other side, confirming the proposals made to the Governor of Bombay by Gulabchund Taluckchund in his several letters to Mr Miguel de Lima e' Souza.

Witnesses: *The mark* ○ *of NATHOOJEE BALLIAJEE.*

(Sd) GULABCHUND TALUCKCHUND.
MUNGAJEE RANGAJEE.

TACOOR MUNGAJEE ROUZAJEE.
TACOOR BARABAY RAZAJEE.
TACOOR RUPABAY MOZEE.
TACOOR UNEZEE ALLIAJEE.

Dollera, the 6th March 1802.—Churassa Jeejee Agersingjee, inhabitant of Gamp, having just arrived, declared before Bugwandoss Nathjee that he had desired his relations, Lessajee Sallojee and Manabay Gorbay, to offer to the government of Bombay his and his family's villages Vaghar, Morising, Sandially, Pimply, Timboo, Dawser, part of Cataria, and two other pieces of land, on the same terms as they might offer their own; and having seen and had the terms read and explained to me, I do hereby confirm them, and promise to abide by everything done and agreed upon by Lessajee Sollajee and Manabay Gorbay, through their agent, Gulabchund Taluckchund, agreeable to what is written in his several letters to Mr. Miguel de Lima e'Souza. In witness whereof he had made his mark in the presence of Bugwandoss Nathjee Dessay and other witnesses.

Dollerah, the 6th March 1802.

The mark ⊙ of CHEERASSAMA JEEJEE.
BUGWANDOSS NATHJEE.
MUNGAJEE RANGAJEE.
DAM WALLAH GERDIAH.
JEEJEE AGERSINGJEE.

Churassama Bavajee Balliajee, who owns Vaghas consisting of eight large and small villages, came in and confirmed the proposals made by Gulabchund Taluckchund, and also the signature of Churassama Jeejee Agersingjee, 18th March 1802.

The mark ⊙ of CANOOJEE BALLAJEE.
The mark ⊙ of BHINJEE KANJEE.

(True copies.)

(Sd.) J. HALLET,
Assistant to the Secretary.

We, the undersigned, do hereby promise that we shall not, on our arrival at Dhollerah, make any disturbance with anybody there, or touch anything whatever belonging to any inhabitants, so as to afford cause for complaint; we do also promise to give Mr. de Souza every assistance to try and examine everything we have set forth in our proposals, and shall remain quiet and silent until the Honourable the Governor determines to accept or not our proposals.

CAMBAY,
The 28th February 1802.

APPENDIX NO 16—TRANSLATION OF A PERWANNAH

Anund Rao Gaekwar Sena Khas Kheyl Shumsher Bahadoor to the Girassias of Dundooka Choodasama and others, landholders under the said

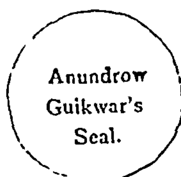
in person; whereupon this cowl perwannah (a grant) is issued to you from the Sircar, that after cultivating your respective grounds in the above mentioned pergunnahs, you may enjoy a peaceable residence there. The

you have this cowl from the Sircar.

Dated Jesta Soodhe 2nd, 1858, or 2nd of June 1802

No. VI.

Three malsakant.



TRANSLATION of a SUNNUD granted by ANUNDROW GUIKWAR SENA KHASKIL SHUMSHEER BAHADUR to SUNKERJEE BIN SOONDERJEE DESSAIE of Pergunnah Bullaisur, dated Wyshak Sood 14th Sumvut 1857 (corresponding with 27th April 1801).

Whereas you sent to Baroda your *real* father by name Doolubjee Kulanjee Dessaie of the above Purgunnah who represented before the Hoozoor that Soonderjee Soorjee Dessaie of that Purgunnah had a son by his first wife who died at the age of thirty years. The Dessaie's age being between fifty-five and sixty years, and considering that he had no son, contracted a second marriage, four or five years elapsed and no offspring, he fell sick, and his life was despaired of, considering therefore that the Wuttun would be lost were he to die without heirs—four of his friends and Trimbuck Khundeyrow Kamavisdar of Bullaisur Purgunnah, residing at Nowsarree Mooljee Govindjee on the part of Mulharjee Shet the Umuldar of the Moglaie State. The Goomashta of Tapeedass Laldass, Banker of Surat, Nanabhoy Joshee, Karbarree (of Soonderjee's), Khoorsudjee Mehta Parsee, and the mother of the second wife Golab Dessaian, and all the villagers having assembled together began to consider that there being no son the Wuttun would be lost, they therefore determined to persuade Dessaie Doolubjee Kulanjee who was of the same family, and had three sons, to give up one of them. Nanabhoy Joshee was then sent to call Doolubjee who accordingly came and all spoke to him on the subject. Soonderjee said that his condition was one of difficulty, that ere long his family would be extinct, therefore Doolubjee being his friend should make over to him the youngest of his three sons. To this he consented in the presence of the Dessaie (Soonderjee), the Dessayun (Soonderjee's second wife), both Karbarrees, and all the others, in consideration of his own wife and the Dessayun being real sisters. When this was done there was no report about the Dessayun being with child. Eight days after the adoption had taken place Soonderjee Dessaie died, and *you*, the adopted son, performed the funeral obsequies. The Dessayun had her head shaved. The neighbouring land-holders, the Mandvie Karbarree, and the Karbarree of the Umuldar on the part of the Moglaie came and presented mourning clothes. Afterwards Khoorsedjee Mehta, the Mooktiar Karbarree and the Dessayun privately consulted that in

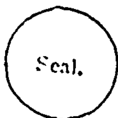
adopting the son of a friend their reputation would hereafter suffer, that as they had money they should spread some false report, to the effect that she, the Dessayun, was three months gone in the family way and that only six months remained he Wuttun, that in a house and slaves s to speak. At the time of the Soonwar (a day before the birth and forty days afterwards) the Dessaun said that the child had died in the womb; 13 months after this she was never heard of that the management future husband and that Doolubjee Kulanjee should not be permitted to interfere in any way A complaint was made during the administration of His late Highness Manajeerow Guikwar, but Khoorsedjee expended money and prevented redress being given After that the request was once or twice made during the time of His late Highness Bhawa Sahib (meaning Govindrow Guikwar) In the year Sumvut 1851 (A D 1794-95) Doolubjee complained that Khoorsedjee Mehta took away as many rupees as he pleased from the mahal, at that time the Sirkar took from him (Khoorsedjee) Rupees 41,000 Khoorsedjee determined on marrying the Dessayun's daughter to the son of Hurreebhaie Soorjee Dessaee of Chicklee, and you—Sunkerjee—came to the Sirkar and informed His late Highness Bhawa Sahib of the circumstance, whereupon, sowars and a Carcoon were sent to the mahal and imprisoned the Dessayun and her daughter. Khoorsedjee and his two sons were brought to Baroda and there confined—during the confinement Khoorsedjee died After that Bhawa Sahib also died and Khoorsedjee's son

prisoners—the said Pestonjee Khoorsedjee Mehta having appointed a new Mamlutdar managed the affairs of the mahal and embezzled the sum of between 15 to 20,000 Rupees, when this circumstance became known to the Sirkar, Pestonjee and the Dessayun fled to Surat taking with them all the Surunjam (lit) and there got the daughter married which had hitherto been prevented Sunkerjee) hearing the sunnud granted by the late Kanojeerow Guikwar on a misrepresentation from the Parsee, was not proper, that you should therefore present a nuzzerana when a sunnud for you and your heirs of perpetual guarantee ("*Vounch purrumparra*" "*Chaloo Bhaudarry*") would be granted to you as the adopted son of Soonderjee. According to the instructions the nuzzerana was agreed to

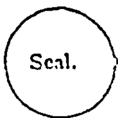
The Sirkar is therefore pleased to grant this Sunnud in your name, Sunkerjee Soonderjee Dessaie, the adopted son of Sonderjee of the Purgunnah above mentioned and you are hereby authorised to enjoy as a hereditary

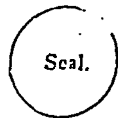
right the usual allowance and fees appertaining to the Dessaighurry Villages as many as there be, as also of the villages granted for the keeping up of a palkee, and you are faithfully to perform the service of the Sirkar—perpetual guarantee is also granted in the sunnud to Doolubjee Kulanjee Dessaee that he shall suffer no unjust treatment from the Sirkar, and you having been acknowledged as the adopted son of Soonderjee Soorjee and successor to the Wutton, and having paid to the Sirkar the nuzzeranna of Rupees 32,000, no alteration shall be made in this arrangement. For the due performance of which the Bhaudarry of Ajum Meer Kumaloodeen Hoosein Khan Bahadoor, Umeen Jemedar, Huyabin Nusur Jemedar, Sooltan Jafer Jemedar, Mohomed Abood Jemedar, and Mahomed Muzkoor Jemedar are given—Dated Wysack Sood 14th Sumvut 1857, A. D. 26th April 1801. Be this known to you—Chunder 12th Zilhez, 6th May "Mortub Sood."

(Sd.) Ajum Meer Kumaloodeen Hoossein Khan Bahadoor.
" Huya Bin Nusur Jemedar.



" Mahomed Abood Jemedar.





(Sd.) Jemedar Umeen bin Humeed.
" Sooltan Jafer Jemedar.

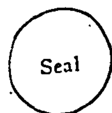


" Mahomed Muzkoor Jemedar.

Seal.

The Arab Jemedars having been dismissed by the Sirkar, their guarantee is removed, and the guarantee of Major Walker on the part of the Honorable Company is given for the fulfilment of the agreement above written in detail.

Dated Falgun Sood 5th Sumvut 1859, A. D. 26th February 1803. Be this known to you—Chunder 3 Zilhud, 26th February.



(Sd.) A. Walker,
Resident.

No. VII.

SUNNUD GRANTED TO MUNGUL SACKIDASS BY MAJOR A. WALKER, THE RESIDENT AT BARODA.

Baroda, the 7th January 1803.



Whereas Mungul Sackidass late of Ahmedabad now residing at Baroda hath not only given a proof of his disposition to render himself worthy of the Honorable English East India Company's goodwill and protection, but has fully answered the expectations entertained by the Honorable the Governor of Bombay as expressed in his certificate bearing date the 8th June last hereunto annexed and having readily and amply contributed towards accomplishing the Company's views in this country I do hereby declare for myself and on behalf of the Honorable Company that he is highly deserving of their favor and protection, and that they do by these presents assure and bind themselves to protect and defend his house, trade and property, at this [illegible] against any unjust attack [illegible] and that this protection [illegible] osterity for ever Given under my hand and the Company's seal in Baroda, the day month and year above written.

(Sd) A. WALKER,
Resident

Cambay, the 8th June 1802.

This is to certify [illegible] also a house of busir [illegible] the Honorable Englis [illegible] from the disposition he [illegible] favor in which I have great confidence that he will persevere.

(Sd) JON. DUNCAN.

No. VIII.

TRANSLATION of the SUNNUD granted by ANUNDROW GAICOWAR to SOOLBHAJEE and SOOBHANJEE POLE PAGADARS in his service.

The following are the particulars of your deed of settlement granted to you Soolbhajee Pole and Soobhanjee Pole, this (12th day of May 1803) by the Gaicowar Sirkar.

1. The Pagah you at present command is to remain in your charge, as heretofore, the Pagahs shall continue yours, the following to be the villages whence the Pagahs shall be paid.

		Rs.	Rs.
Modeh Pergunnah	Gobluj	2,000	
	Wusna	1,200	4,700
	Sutra	1,500	
Mater Pergunnah	Sumadra	1,000	1,900
	Antroly	900	
Pitlad Pergunnah	Sundana		4,000
		Total Rs.	10,600

Of these six villages the total produce of which is estimated at 10,600 Rupees the proceeds of Antroly or 900 Rupees a year are assigned for your personal expenses, and the remaining proceeds or 9,700 Rupees, for the expenses of the Pagah, agreeable to the custom of such Establishments.

2. You two above named with your children, dependants and Karkoons and relatives leaving the Fort of Kaira, are at liberty to fix your residence wherever you shall think proper, that Fort alone excepted and, wherever you remove to, there you shall be free from every molestation; you shall on no account whatever suffer any injury so long as you choose to remain, and whenever the wish to remove to your own wuttun induces you to remove thence, we will see you safely thither.

3. Your personal property attached to the Pagah, of every possible denomination, iron or wood, cloth or rope, is given up to you and you are to remove the same at your convenience; but you are carefully to abstain from appropriating any Sirkar accoutrements or stores attached to the Pagah.

4. All the claims you advance against the people of the place shall be carefully investigated and equitably adjusted.

5. The accounts of your Karbary Moljee Jutidee shall be equitably examined and adjusted.

6. You have hitherto discharged the duties of Killader of the Fort of Kaira, and you may in the performance of your duties have made yourself enemies among the Ryots or Girassias or others. These people shall on no account offer you any molestation; should they do so, the Sirkar will take measures for your protection, such as stated in these six paragraphs are the terms of your settlement, and in *perpetual guarantee* thereto Major Walker, the Resident, pledges the bhaudary of the British Government and Ameen bin Humeed Zimindar on his own behalf.

"Chales Bhander."

Signed and sealed, etc., by

MAJOR WALKER AND AMEEN ZIMINDAR.

No. IX.

TRANSLATION OF A SANAD GRANTED TO SOOBHANJEE, SON OF TOOKOJEE IN A. D. 1814.

F [illegible] late Sursa[illegible] the said n[illegible] all look after the affairs of the Paga in consequence of family quarrels, nor did he inform the Sarkar about the same. The horses died. No service was rendered to Government. Thereupon Yeshwantrao Bapujee Godbole was entrusted with the work of investigating the affairs of the Paga. After making enquiries, he purchased new horses and re-established the Paga About the Nemnook assigned for the expenses of the Paga, he represented to the Sarkar that the [illegible] horse at the rate of [illegible] the Dumahi (two mo[illegible] that this amount was not sufficient for the maintenance of the Paga; that, therefore, if the Nemnook were kept as it was, while the number of horsemen was reduced and the rate per horse increased, the horses would pull on, and service would be rendered to the Sarkar Thereupon the Paga was reduced by 13 horses and the Nemnook was assigned to 21 horsemen. On that account the annual expense for grain, etc., including contingent expenses are fixed as follows:—

Rs. 1,000-0-0	in all for the expenses of self and family.
Rs. 500-0-0	Karkun nisbat Yeshwantrao Bapujee Godbole
Rs 5,250-0-0	formerly there were 34 horsemen, but the number now settled is 21 including the Nowbati (Camel-Swar) at the rate of Rupees 250 per horseman.
Rs. 443-12-0	for miscellaneous expenses; formerly Rupees 333 were assigned for the maintenance of a Nowbati; it is not so now, as the Nowbati is now included in the horsemen, the saving on that and other accounts is appropriated to this.
Rs. 7,193-12-0	

To pay this amount, the villages which were formerly assigned are still continued from year to year Net income Rupees 6,193-12-0.

Rs 4,000-0-0	[illegible]
Rs 1,000-0-0	.. ..
Rs 1,193-12-0	.. ..
Rs 6,193-12-0	
Rs 1,000-0-0	Excess amount on the three villages altogether.
Rs 7,193-12-0	

(Seal) (seal)

In all Rupees 7,193-12-0 are hereby assigned for gram, grass, and contingent expenses in connection with the Paga. To meet these expenses, villages have already been assigned yielding the above-mentioned sum of Rupees 7,193-12-0. This revenue from three villages should accordingly be collected and the Paga maintained from year to year. You should not join anybody's quarrel. You are to serve the Sarkar faithfully wherever you are ordered to do so. Chandra 1 Mahe Jamadilaval Mortub Sud.

No. X.

TRANSLATION of PERWANAH granted by GOVINDROW GAICOWAR to MUNCHERJEE KURSETJEE of NOWSARY DESSAIE, dated 5th Rubee-al-Avul 1194, A. D. 11th October 1793.

WHEREAS you four years ago left Nowsary, and have since resided in Surat and now you have sent your Agent, Moturam Dyaldass, on your behalf to wait upon us at Poona, and to state that you have thus absconded through fear of oppression, and that you have suffered great injury through the dishonesty of your partners and relations in your lands of inheritance or purchase whereon he prays us to grant you protection as was given you by the late Futteysingrow Gaicowar under the guarantee of the British Government, and extend the same to your family and dependants, in which case you would return to Nowsary, for the prosperity of your districts there, with unremitting zeal and fidelity. On this representation we have taken into consideration how long you have been in our service, therefore we have addressed a letter to Mr. Griffiths of the Hon'ble Company begging him to give you our assurances under the guarantee of his Government for your safety from oppression as was formerly given you in the name of the British Government.

We hold you in high estimation as an able and zealous servant of our Sirkar, nor shall you be oppressed, or your suggestions opposed without cause. Fear nothing but relying on our solemn promises and the guarantee of the British Government return to your districts and labour for its improvement. You and your Gomashtas and families and dependants of every sort, may rest satisfied that no injustice shall be practised against you. Discharge, therefore, your duties honestly and zealously and let your minds be relieved of every apprehension. You and your dependants it is hereby solemnly promised, shall suffer no injustice.

No. XI.

LETTER from the GAICOWAR to MR. SETON, the CHIEF of SURAT,—1801.

To the address of Mr. SETON of the Honourable Company's service.

Muncherjee Khoorsudjee Dessaie of Kusba Nowsaree, as well as his Goomashtas Moteeram Dyaldass and other relatives and friends received

in former times the guarantee of the Hon'ble Company from Futteysingrow the great, deceased, and Govindrow Gaicowar Senakhaskel Shumsheer Bahadoor, which is continued to them, and the above-mentioned Dessaie and other persons shall receive no unjust treatment Dated Chundre 12th Zilkad Soor Sun Ehedch Myatyu-wa-aluf A D 28th March 1801. On this letter the seal of the Hon'ble Company should be given—date as above—what more need be written





Surat Castle 10th August 1801 Sd D. Seton.

No. XII.

AGREEMENT with ANUND RAO GUIKWAR in 1803, SUPPLEMENTARY to the TREATY of March and June 1802.

TRANSLATION of a LETTER to the HONOURABLE ENGLISH EAST INDIA COMPANY from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, dated the 1st Shaval, or 25th January 1803, accompanying the RESIDENT of BRODERA'S letter of the 14th February. Received at BOMBAY the 20th ditto.

After compliments —*Para.* 1. It being agreed between us to subsidize your troops to the strength of two thousand in number, the following jaghire is ceded for that purpose, *viz.* :—

From the pergunnah Neryad, the amount that had been reserved, after deducting one lakh of Rupees for the maintenance of my senior, Mulhar Rao Guikwar Himut Bahadoor, who having in the current year fled, in such case, it ought to be credited from the next year to your account.	Rupees	1,25,000
Being the estimated revenue of the Neezapoor mehal, *viz* :—	„	1,30,000

Net collection about	... Rupees	1,20,000
Durbar charges, &c	... „	10,000
Total Rupees		1,30,000

From the pergunnah Kurree that is situated in the vicinity of the pergunnah of Neezapoor.	25,000
Say Rupees two lakhs eighty thousand worth in jaghire, duly ceded in the manner above recited, to commence from next year 1860, Sun Arba Myabine 1204.	2,80,000

2. The amount you will have to disburse, on account of the respective pergunnahs, yearly gifts, charity, darakdars, and Durbar charges, shall be duly accountable to your Sircar, by my Sircar, in seeing the same regularly paid, together with the produce of the enam villages.

3. On your faithfully executing the Sircar's service, take the advantage of this assignment for the support of the troops. I call God to witness this.

4. Soohoor Sun Salas Myatein-wu-Ulf 1203. What can I write more?

Anund Rao's Seal.

Mortab.

Statement of the Districts ceded to the Honourable Company by Anund Rao Guikwar.

		Rs.
1.	The pergunnah of Dholka	4,50,000
2.	Ditto Neryad	1,75,000
3.	Ditto Vijapoor, including the Rajah's Khangee, or the revenues allotted for his private expenses ...	1,30,000
4.	A Tuppa of Kurree, contiguous to Vijapur ...	25,000
	TOTAL ...	7,80,000

(Sd.) A. WALKER,
Resident.

BARODA,
18th February 1803.

SUNNUD, dated 1st Shaval, or the 25th January 1803, and addressed to the HONOURABLE ENGLISH COMPANY by ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

Two thousand *of your* troops are in our service; for their part maintenance it is agreed to give jaghire lands as follows, *viz.*:—

In Neryad, deducting assignments, or money agreed to be transferred to the amount of one lakh of Rupees (1,00,000), the remainder of the revenue

of that District, being one and quarter lakh of Rupees (1,25,000), was allotted for the support of our relation, senior to us in years, Mulhar Rao Guikwar Himut Bahadoor, which, as the aforesaid fled in the same year, is *given to you.*

The pergunnah of Vijapoor, valued at one lakh and thirty thousand Rupees (1,30,000), *viz.*, the revenues one lakh and twenty thousand Rupees (1,20,000) and Durbar Kirch, with other articles, ten thousand Rupees (10,000).

The Tuppa of the pergunnah of Kurree of twenty-five thousand Rupees (25,000) adjoining Vijapoor.

These jaghires, yielding two lakhs and eighty thousand Rupees (2,80,000), are given to you from——of the ensuing year 1860 (or Anno Domini 1803-04).

Out of these it will be necessary to pay the usual annual allowances, vershasun, dhurmadaos or charities, and darakdas, daity and Durbar Kirch, the amount of which you may take credit for and I will discharge it.

It is necessary that the troops be supported from the provision thus made, and that they serve us with respect and fidelity.

Stamped with the seals of the State.

SUNNUD dated the 10th Mohurrum (3rd May), and addressed to the HONOURABLE ENGLISH COMPANY by HIS HIGHNESS ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

Having maintained my honour and the good of the State, I have given to you in enam the fort and jaghire village of Keda or Kaira; take therefore and enjoy the fort and village aforesaid; and as you have hitherto maintained a friendly intercourse with my Sircar, and thereby done me honour, continue to do so

I excuse you of the annual nuzzerana from thence.

It is hoped that your Sirdars or officers of rank here will always behave faithfully and respectfully towards us.

Stamped with the seals of the State

SUNNUD, dated the 11th Suffer (or the 2nd June 1803), and addressed to the HONOURABLE ENGLISH COMPANY by ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

Two thousand of your troops are already provided for by Treaty; besides them another thousand is now subsidized. In part payment thereof the following places are given from the beginning of the ensuing year, *viz.*, the pergunnah of Mattur, valued at one lakh and thirty thousand Rupees (1,30,000); the pergunnah of Modha or Monde, one lakh and ten thousand Rupees (1,10,000); the customs of Kimkatodra, north of the Taptee, fifty thousand Rupees (50,000). These amounting to two lakhs and ninety thousand Rupees (2,90,000), I have given in jaghire for the expense of the additional thousand troops entertained by Treaty.

Out of the funds of these possessions it is necessary that you continue to make the usual allowances annually of charities, darakdars, daity and assamidars, and durbar kirch, as heretofore. Should thereby the amount stipulated for the subsidiary force fall short, it shall be made up from the Sircar.

Having taken and appropriated the fruits of the above places for the support of the additional thousand troops, it is necessary that your Sirdars perform the services of this Sircar in a respectful and faithful manner.

Stamped with the seals of the State.

TRANSLATION of a SUNNUD from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to BHOWANY PURSAUD and VANEY PURSAUD of KIMKATODRA, dated Moon Suffer, or 2nd June 1803.

The management of the Syer of Kimkatodra Taptee Wooter Teer, or on the north side of the Taptee river, is taken from you and given to the Honourable Company on account of the subsidy engagement; therefore you will deliver over the charge of the said Syer, from the first Karticksood Arabah Meyatane (or from the 16th October 1803), to the Honourable Company.

(Sd.) A. WALKER,

Resident.

TRANSLATION of a SUNNUD from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to all the JEMADARS of KIMKATODRA TAPTEE WOOTER TEER, or on the north SIDE of the TAPTEE RIVER, dated the 11th SUFFER 1859, or 2nd JUNE 1803.

I have discharged Bhowani Pursaud and Vaney Pursaud from the management of the Syer Kimkatodra Taptee Wooter Teer and given it to the Honourable Company on account of the additional subsidy, wherefore you will [illegible] the said Syer, from the first d[illegible]

No. XIII.

DEFINITIVE TREATY of GENERAL DEFENSIVE ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY on the one PART, and the MAHARAJAH ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR and his CHILDREN, HEIRS and SUCCESSORS on the other, settled by MAJOR ALEXANDER WALKER, RESIDENT at BARODA, having full POWERS from the GOVERNMENT OF BOMBAY, which is in like MANNER authorized by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS to direct and control all their AFFAIRS in the EAST INDIES,—1805.

Whereas various agreements have been concluded between the Honourable Company on the one part, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor on the other, all tending to improve and increase the friendship and alliance between the contracting parties, *viz*, a convention [illegible]

of Bombay on the part of the Honourable Company, and by Raojee Appajee, Dewan, on the part of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor; and an agreement made by Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor with Major Alexander Walker, Resident at Baroda, on the part of the Honourable Company, dated at Baroda, the 29th July 1802, and whereas it is desirable to consolidate the stipulations of all these separate engagements with one definitive Treaty, and further to improve the state of alliance of the contracting parties, in like manner as has been applied for by the aforesaid Raojee Appajee, in his letter of the 10th of Suffer (or 12th June 1803), desiring that the present engagement between the Honourable Company and the Guikwar State may be drawn up in terms consonant to those employed in the Treaty of Bassein between the Honourable Company and His Highness the Peishwa, the said Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor do hereby accordingly agree to the following Articles framed for that purpose:—

ARTICLE 1.

All the stipulations of the engagements heretofore made between the contracting parties, and above recited, *viz.*, on the 15th of March, 6th June, and 29th July 1802, are hereby confirmed, and are to bind the contracting parties, their heirs and successors, for ever.

ARTICLE 2.

The friends and enemies of either party shall be the friends and enemies of both; and if any power shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction which the contracting parties shall have required, the contracting parties will proceed to prosecute such further measures as the case shall appear to demand.

ARTICLE 3.

Whereas, in conformity to the agreements heretofore made between the Honourable Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, a subsidiary force of two thousand men was subsidized, and inclusive of the half augmentation of the subsidiary force first fixed upon, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor agrees to receive, and the Honourable Company to furnish, a permanent subsidiary force of not less than three thousand regular native infantry, with one company of European artillery, and their proportion, *viz.*, two companies of gun-lascars, with the necessary ordnance, and warlike stores and ammunition, which force is to be stationed in the territories of the said Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor.

ARTICLE 4.

The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, his heirs and successors, the over-awing and chastisement of rebels and exciters of disturbance in his territories, and the due correction of his subjects or dependants who may withhold the payment of the Sircar's just claim; but it is not to be employed on trifling occasions, nor like sebundy, to be stationed in the country to collect the revenue. One battalion of these forces, however, or such a proportion of them as the performance of the foregoing services may require, will proceed to Kattywar when there may be a real necessity for it, but the English Government, whose care and attention to all the interests of the Guikwar State cannot be doubted, must remain the judge of this necessity.

ARTICLE 5.

In order to provide the regular payment of the whole expense of this subsidiary force Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor has ceded, by the agreements aforesaid, *viz*, dated the 15th March, 6th June, and 29th July 1802, and 2nd June 1803, districts and other funds, of which a Schedule (A) is annexed to this Treaty, of the yearly net value of Rupees 11,70,000 This cession is confirmed by this Treaty, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby cedes the districts of which the Schedule is annexed, with all the rights of sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honourable Company.

ARTICLE 6.

The districts of Chowrassee, Chickly, Surat, Chouth, and Kaira have been ceded to the Honourable Company by Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor as a proof of his friendship, and as a testimony of his sense of the benefit which he has received from his alliance with the Honourable Company's government. The cession of these districts is confirmed by this Treaty, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby cedes the districts above mentioned, with all the rights belonging to the sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honourable Company.

ARTICLE 7.

Whereas the Honourable Company have at different periods assisted Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, both from their [illegible]
accou [illegible]
same, [illegible]
that [illegible]
to the [illegible]

shall be collected on account of the Honourable Company, and the persons therein referred to, until these debts and interest due upon them shall be fully paid; and for the past or any future advances which the Company's government may make to that of the Guikwar, mehals shall be assigned as their security.

ARTICLE 8.

Grain, and all other articles of consumption and provisions, all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels required for the use of the subsidiary force shall be exempted from duties in the territories of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, and the commanding officer and the officers of the subsidiary force shall be treated in all respects in a manner suitable to the importance of the trust placed in them and the dignity of the British Government. In like manner shall the officers of the Guikwar Government meet with similar consideration and respect from the Honourable Company. In consideration, also, of the good-will and friendship which has so long happily subsisted between the Honourable Company and the Guikwar Government, such goods and articles as may be *boná fide* required for the private use or consumption of that family, or of the ministers, shall be allowed to be purchased at Surat and Bombay, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

As the Deccan is the native country of the Mahrattas, who inhabit or serve in Guzerat, such of this nation as may be in the Guikwar service shall be allowed to pass and re-pass freely, with their families, through the Honourable Company's territories.

It is expressly understood that the admission of this Article is not to sanction, or in any shape to authorize, the transit of merchandize or of prohibited goods.

ARTICLE 9.

The Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby engages that he will not entertain in his service any European or American, or any native of India, subject of the Honourable Company, without the consent of the British Government; neither will the Company's government entertain in their service any of the Guikwar servants, ependants, or slaves, contrary to the inclination of that State.

ARTICLE 10.

Inasmuch as by the present Treaty the contracting parties are bound in an alliance for mutual defence and protection, Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor engages never to commit any act of hostility or aggression against any power whatever; and in the event of difference arising, whatever adjustment the Honourable Company's government, weighing matters in the scale of truth and justice, may, in communication

with the Guikwar Sircar, determine, shall meet with full approbation and acquiescence

ARTICLE 11.

Whereas there are certain unfinished transactions between His Highness the Peishwa and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, and there exist certain papers of accounts which are unadjusted, Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor doth hereby agree that the Honourable Company's government shall examine into and *finally adjust the said transactions, papers, and accounts, and the demands* resulting therefrom, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor binds himself, his heirs and successors, to abide by such adjust- [illegible] determine Further in [illegible] with the governments [illegible] it behoves the latter to [illegible] the Peishwa, who has agreed to abide by the adjustment of these concerns

This settlement shall be effected by the Honourable Company after taking into mature consideration the impoverished state of the Guikwar finances, and the latter government entertain a full conviction that no oppressive demand will be enforced under the Company's mediation

ARTICLE 12

If notwithstanding the defensive nature of the agreement between the contracting parties, and their desire to cultivate and improve the relations of peace with all the powers of India, war should unfortunately break out, it is agreed that, with the reserve of a battalion of native infantry to remain near the person of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, of such proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force, with their ordnance and public stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

The troops of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor shall accompany the British troops to the boundaries of Guzerat in order to terminate the war Should, however, any great exigency arise, the circumstances shall be mutually considered, and the best means in the power of the contracting parties pursued to terminate the same.

ARTICLE 13.

As the enemies of both States are the same, those who are in opposition to the Guikwar Government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honourable Company; but should Canojee Guikwar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Canojee Guikwar nor Mulhar Rao Guikwar will have any other claim on the Guikwar Government, than the pension which has been assigned to the latter, and that which may eventually be assigned to the former.

ARTICLE 14.

When the subsidiary troops will take the field, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor will supply such quantities of grain and benjarries to attend the army as the resources of his country may afford, the British Government defraying the expense thereof.

ARTICLE 15.

If disturbances shall at any time break out in the Honourable Company's territories or districts bordering on those of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, the said Maharajah Anund Rao Guikwar shall consent to the employment of such a proportion of the subsidiary force as may be requisite to quell the same; and if at any time disturbances shall break out in any part of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor's territories, to which it might be inconvenient to detach a proportion of the subsidiary force, the British Government will, in like manner, at the requisition of the said Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor detach such a proportion of the troops of the Company as may be most conveniently situated to assist in quelling the said disturbances in the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor's territories.

ARTICLE 16.

In future the subjects of each State, who may take refuge with either shall be delivered up, if the State from which such parties shall have fled appear to have any demand of debt or any just claim against him or them; but as a free intercourse between the countries under the two governments is also intended, frivolous claims against parties resorting from their own to the other's jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

ARTICLE 17.

The contracting parties hereby bind themselves to take into consideration hereafter the commercial relations between their respective territories, and to settle them in due time by a commercial treaty.

Done at Baroda, the 21st April A. D. 1805.

SCHEDULE A

A Statement of the funds assigned and districts ceded, in perpetual sovereignty, to the Honourable Company by Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor in order to provide for the regular payment of the subsidiary troops

	Rs.	Rs
The pergunnah of Dholka	4,50,000	
Ditto Neryad	1,75,000	
Ditto Vijapoor	1,30,000	
Ditto Mattur	1,30 000	
Ditto Monde	1,10,000	
The Tuppa of Kurree	25,000	
The Kimkatodra	50,000	
Warrat on Kattywar	1,00,000	
		11,70,000
TOTAL		11,70,000

(Sd.) A WALKER,
Resident.

Baroda, the 21st April A. D 1805.

SCHEDULE B.

A Statement of the advances made by the Honourable Company and various Bankers of Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, comprising an account of the funds assigned for their repayment according to the provisions made in the 8th Article of the Agreement of the 29th of July A D. 1802.

Advanced on account of the first loan for the reduction of the Arab Sebundy—

By the Honourable Company

December 21st, 1802, as per account settled by the Accountant General at the Presidency, under this date . .Rs. 10 77,447 3 96

By the Shroffs

Hurry Bucktee
Arjoonjee Nathjee Terwady
Samul Becherdass
Mungul Sukeedass
} inclusive of Manoty . „ 12,4,8000 0 0
—23,25,447 3 96

On account of the second loan for the discharge of th Arab Sebundy

By the Honourable Company.

January 31st, 1803, as per account and bond of this date		8,89,683 0 16			

By the Shroffs.

Samuldass Becherdass	4,96,143 2 50			
Mungul Sukeedass	4,27,458 0 0			
		9,23,601 2 50		
			18,13,284 2 66	
		Rs.	41,38,732 2 62	

Funds assigned for the repayment of the foregoing.

		Rs.	
1st.	The pergunnah of Baroda	6,00,000	
2nd.	Ditto Petlaud	3,00,000	
3rd.	Talooka Ahmedabad	1,00,000	
4th.	Ditto Kerul	25,000	
5th.	The Sayer Kotee of the fort of Baroda	75,000	
6th.	Pergunnah of Kurree	1,50,000	
7th.	Ditto Raj Pimpla	45,000	
			12,95,000

Baroda, the 21st April A.D. 1805.

Ratified by the Governor-General in Council on 18th March 1806.

AMENDED ARTICLE of the TREATY concluded between the HONOURABLE COMPANY and RAJAH ANUND RAO GUIKWAR on the 21st April 1805.

ARTICLE 13.

As the enemies of both States are the same, those who are in opposition to the Guikwar government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honourable Company; but should Canojee Guikwar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist, and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Canojee Guikwar nor Mulhar Rao Guikwar will have any other claim on the Guikwar government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former; nor

will any future measure be taken with respect to those persons, or to any of the several dispersed members of the Guikwar family, otherwise than in full communication with, and by the free consent of, Anund Rao, the reigning prince and the acknowledged legal head of the family

Ratified by the Guikwar on the 10th September 1806.

No XIV.

1808

Seal of Anund Rao Guikwar

MEMORANDUM.

Whereas mehals, etc, yielding a revenue of eleven lakhs and seventy thousand Rupees have been assigned in jaidad* for the Regiment of the Honourable English Company Bahadoor, and whereas the actual realizations from the mehals, as shown in the Memorandum received from the Company, and the amount of the doomalla,† enamee and other villages fall short of the (above) amount, there is a balance due of Rupees 1,76,168-15. Soorsun Tissa-wu Myatein-wu-Ulf.

The following are the particulars of the amounts agreed to be assigned to meet this balance:—

[illegible]

[illegible]	74,500 0 0
Vurauth (order upon the public revenue) upon pergunnah Neryad, which was formerly given for the payment of *the Putuk (body of horse)* of *Silledar Meer Kamaleddeen* Hossein Khan, and which have become an unappropriated item in consequence of the abolition of the Surinjam of the said person	50,000 0 0
The actual realization of the three villages of Sokra, Sadra, and Muktuj, which were stated in the Memorandum dated the 11th Rubee-ool-Akhir Sunnut Saman, to yield a revenue of Rupees 2,500, and which have yielded Rupees 1,050 less, as per Memorandum received from the Company	1,450 0 0
Mouza Hyderabad, situated in the pergunnah of Modhen .	1,000 0 0
Carried over . Rs	1,26,950 0 0

* *An assignment in land for the maintenance of an establishment of troops*

† Alienated villages

Brought forward .					Rs. 1,26,950 0 0
The following doomalla (alienated) villages which were held by different persons have been resumed and assigned to meet the balance in question, *viz.*:—					
The villages of pergunnah Dhuvalka, *viz.*:—					
Mouza Bhayet held by Guyabaee Guikwar . . .		4,500 0 0			
Mouza Bidej held by Capabaee Guikwar . . .		3,150 0 0			
The two villages held by Bacha Jemadar, *viz.*:—	*Rs. a. p.*				
Mouza Traj . .	6,000 0 0				
Mouza Kurak .	2,150 0 0				
		8,150 0 0			
			15,800 0 0		
The villages of pergunnah Modhea, *viz.*:—					
Mouza Ghora held by Silledar Bhavoo Kallay . .		900 0 0			
			900 0 0		
The villages of pergunnah Mattur, *viz.*:—					
The four villages of Modhow, Jumma, Kutta, etc., held by Shreeputrao Narrayen employed in the Paza Establishment . .		8,100 0 0			
Mouza Jijka and Mouza Gooradoo held by the Nawab of Cambay .		1,150 0 0			
			9,250 0 0		
				25,950 0 0	
The villages of pergunnah Vijapoor, *viz.*:—					
Mouza Kuda held by Rumabaee		4,401 0 0			
Mouza Oodaee held by Silladar Sheoram Bulwunt . .		2,301 0 0			
			6,702 0 0		
				6,702 0 0	
					1,59,602 0 0

The following amounts assigned from the beginning of Sunnut Tissa-wu-Myatein or Sumbut 1865, *viz.*:—

Rungar Ghaut		3,750 0 0	
Doomalla (alienated) villages, *viz.*:—			
The balance of the revenue of Mouza Setra, Pergunnah Mattur, held by Soobhanjee Poll Pazedar, after deducting Rupees 550 on account of the jaidad assigned for the fort of Kaira . . .	950 0 0		
Carried over . Rs.	950 0 0	3,750 0 0	1,59,602 0 0

Brought forward			950 0 0	3,750 0 0	1,59,602 0 0
The villages of pergunnah Modhew, *viz* :—					
The two villages held by Soobhanjee Poll on account of the Paza in his charge, *viz* —					
Mouza Gogruj	2,500 0 0				
Mouza Summadren	1 500 0 0				
		4 000 0 0			
Mouza Bhoomal, held by Essoobaee Guikwar		42,00 0 0			
Mouza Piplug, held by Gujrsbaee Guikwar		3,666 15 0			
			11,866 15 0		
				12,816 15 0	
					16,566 15 0
				Total	1,76 168 15 0

. . . . count of jaidad and sixty-eight stated above.

Be this known.

Dated 17th Jemmadee-ool-awul, or 12th July 1808.

It is decided upon

Murtuly Sood

Seal of Anund Rao Guikwar

TRANSLATION of an ORDER from SIRCAR RAJESHREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, to MUNCHURJEE KHOORSHEDJEE DESAEE, COMAVISHDAR of RUNGUR GHAUT, SOORSUN, TISSA-WU MYATEIN-WU-ULF.

As the above-mentioned ghaut has this year been assigned on account of the jaidad for the regiments of the Honourable English Company

Bahadoor, you are to make it over (to the Honourable Company) and take a receipt. Be this known to you.

Dated 11th July 1808.

It is ordered.

Mortub Sood

No. XV.

Supplement to the Definitive Treaty with the Guikwar,—1817.

A definitive Treaty, consisting of seventeen Articles, in consolidation of all preceding engagements with the Guikwar State, was concluded at Baroda between the Honourable English East India Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, his heirs and successors. The following Articles of engagement are now agreed on and settled as supplemental to the said Treaty by His Highness Futteh Sing Rao Guikwar, on the part of the said Maharajah Anund Rao Guikwar, and Captain James Rivett Carnac, on the part of the said Honourable Company, under full powers and authority granted to them respectively for that purpose:—

Article 1.

Whereas it has appeared highly expedient, in order effectually to provide for the maintenance of the interests of the alliance in Guzerat, and for the protection of the Guikwar dominions, that the additional means to those provided by the 3rd Article of the definitive Treaty, dated 21st April 1805, corresponding with 20th Mohurrum, 1220 Hegira, or Sumwut 1861, in the month of Chytre, should be furnished by the Honourable Company, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor agrees to receive, and the Honourable East India Company to furnish, an increase to the present subsidiary force of one battalion of native infantry, of not less than one thousand men, with two regiments of native cavalry, of the same strength and complement as the cavalry regiment belonging to the Poona subsidiary force; and the Maharajah further engages to the admission and residence in the Guikwar territories of any number of British troops in excess to the subsidiary force, His Highness being liable to no additional charge on this account.

Article 2.

The subsidiary force will at all times be ready to execute the services expressed in the fourth Article of the Treaty dated 21st April 1805, corresponding with 20th Mohurrum 1220 Hegira, or Sumwut 1861, in the month of Chytre; and in the event of war breaking out with any of the powers of

India, it is agreed, conformably to the 12th Article of the aforesaid Treaty, that with the reserve of a battalion of native infantry to remain near the person of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, or such a proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force now composed of four battalions of native infantry of one thousand men each battalion, or five battalions of eight hundred men, and two regiments of native cavalry, with one Company of European artillery, with their proportion of gun-lascars with the necessary ordnance and warlike stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

ARTICLE 3.

For the regular payment of the [illegible]
sidiary force, as stipulated in the 1st A [illegible]
ness Anund Rao Guikwar Sena Khas [illegible]
assigns and cedes in perpetuity to the [illegible]
pany all the rights which His Highness has obtained from the perpetual farm of the P [illegible]
by the 15th [illegible]

[illegible] description on such account is at any time to be preferred against the Guikwar government. The territories comprehended in the farm of Ahmedabad are detailed in the Schedule B, annexed to this Treaty.

ARTICLE 4

[illegible] Company of [illegible] Baroda, are [illegible] agreed that [illegible] His High- [illegible]

[illegible] Petlaud district contiguous to the Company's territories, in perpetuity, and with all the rights of sovereignty thereof, in exchange for the aforesaid districts belonging to the Hon[illegible]
being received at the revenues [illegible]
Highness Anund Rao Guikwar [illegible]
retained possession of his fort or havelie in the city of Ahmedabad, and its dependent possessions known under the denomination of the Duscoorae, it is [illegible]

Company's Government. The Honourable Company, on the other hand, hereby promises that every proper accommodation shall be afforded from the public authorities in the city to the servants of His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor residing at or stationed in the said havellie, as well as that all persons or troops subject to His Highness's authority at the havellie of Ahmedabad, or the Guikwar Duscoorae, shall not be amenable to the laws of the British Government, but made subject to His Highness's authority, who hereby agrees to afford satisfaction to the local authorities of the Honourable Company of adequate punishment according to his laws for any misconduct of his servants and dependants within the city of Ahmedabad. In consideration of the good-will and friendship which has so long happily subsisted between the Honourable Company and the Guikwar government, such goods and articles as may be *bonâ fide* required for private use or consumption of that family or of the ministers shall be allowed to be purchased at Ahmedabad, and to be sent from thence free of duties on being accompanied by a passport from the Resident at Baroda.

ARTICLE 5.

Whereas, by the exchange of districts stipulated in the foregoing Article, great advantages are derived in territorial extent and population from the possession of Dubhoy, Bahadurpore, and Sowlee, His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, adverting to this benefit, agrees to assign territory in the vicinity of Surat, or from his portion of the pergunnah of Petlaud, in exchange for the Mogullae claims of the Honourable Company, in virtue of his possession of the castle of Surat, on the districts belonging to the Guikwar in the province termed Surat Attavessee.

ARTICLE 6.

By Schedule A to the definitive Treaty, Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor ceded in perpetuity to the Honourable Company, for the expenses of a subsidiary force, certain districts with all the rights of sovereignty and produce thereof and all the forts they contain, from which districts the pergunnah of Vijapore has been exchanged for other districts of equal produce, as particularized in a separate list annexed thereto, conformably to which Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor engages to transfer in perpetuity all rights of sovereignty over those districts and all the forts which they contain to the Honourable Company, and the Honourable Company agrees to restore for ever the whole right of sovereignty over the district of Vijapore and the forts which it contains to Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor; and whereas, in consideration of the Maharajah having consented to the exchange of the district of Vijapore, the Honourable Company do promise that they will not apply in future to the Maharajah, his children, heirs or successors, for the exchange of any of the districts ceded by the definitive Treaty bearing date the 21st day of April 1805, corresponding with 20th Mohurrum 1220 Hegira, or

Sumwut 1861, in the month of Chytre, or of the other districts now exchanged for Vijapore, or for the exchange of any territory whatever.

ARTICLE 7.

Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor having represented to the Honourable Company that on the island of Bate and in the province of Okamundel
worship and devotion, and that the
possession of these places, and the
being disposed to comply with th
province of Okamundel and the island of Bate, with all the rights of sovereignty thereof and all the forts they contain, are accordingly given to the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, his heir or successors, in perpetuity, and the Maharajah Sena Khas Kheyl Shumsher Bahadoor promises to allow in perpetuity a building on the island of Bate to the Honourable Company for depositing stores, free of any claim for tax or otherwise, and consents that all vessels, boats, servants, subjects, &c, belonging to the Honourable Company, as well as merchant vessels from the Honourable Company's ports, as may frequent any of the ports and places in the provinces of the Guikwar government, shall pass and repass without hinderance, and the Honourable Company, on the other hand, agrees that all vessels, boats, servants, subjects, &c, belonging to the Guikwar government, as well as merchant vessels from the ports of the Guikwar government, as may frequent the Honourable Company's ports, shall also pass and repass without hinderance The Maharajah moreover promises that the person who may reside in charge of the Honourable Company's stores shall meet with no molestation whatever, and be treated with all due consideration

ARTICLE 8.

Whereas, by the second clause of the 12th Article of the Treaty of the 21st April 1805, corresponding with 20th Mohurrum, 1220 Hegira, or Sumwut 1861, in the month of Chytre, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor has stipulated to furnish his troops to act

with the subsidiary

that His Highness will conform to the advice and suggestions of the British Government relative to the formation and equipment of the contingent of

horse, its regular monthly payment, the condition of its arms and accoutrements according to the customs of the Guikwar government; its muster to be personally taken by the head of the Guikwar government, and at the time of payment on the day of the new moon in every month, the Guikwar government and the Resident at Baroda will also take the muster thereof, or if the force is despatched from Baroda on service, the officer who will be nominated by the Guikwar Sircar to its command and the officer who proceeds in command of the Honourable Company's troops shall jointly take the muster, agreeably to the aforesaid agreement made in that respect.

ARTICLE 9.

The contracting parties being actuated by a sincere desire to promote and maintain the general tranquillity and order of their respective possessions, and adverting to the intermixture of some of the territories belonging to the Honourable Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, it is therefore hereby agreed that offenders taking refuge in the jurisdiction of either party shall be surrendered on demand without delay or hesitation.

ARTICLE 10.

All Articles of the definitive Treaty at Baroda, dated 21st April 1805, corresponding with 20th Mohurrum, 1220 Hegira, or Sumwut 1861, in the month of Chytre, not contrary to the present engagement, are hereby confirmed.

ARTICLE 11.

The Supplemental Treaty, consisting of eleven Articles, being this day, 6th November 1817, corresponding with 25th Jilhez, 1232 Hejira, or Sumwut 1873, in the month of Aswein, settled and concluded at Baroda, to be binding and permanent when ratified by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General in Council.

Done at Baroda, 6th November A.D. 1817.

Witness:

J. R. CARNAC,

Resident.

L. S.

Memo.—This Treaty was ratified by His Excellency the Governor-General in Camp, at Mussowley, this 12th day of March one thousand eight hundred and eighteen.

(Sd.) J. ADAM,

Secretary to the Governor-General.

SCHEDULE B.*

Of the funds assigned and territories ceded in perpetual sovereignty by His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor to the Honourable English East India Company, under the Supplemental Treaty dated 6th November 1817, corresponding with 25th Zilhej 1232, or Sumwut 1873, in the month of Aswein, in order to provide for the regular payment of the additional troops subsidised.

Districts composing the perpetual farm of Ahmedabad ceded and accepted at net Rupees 12,61,969-2-50, subject to all the conditions of the farm

Half of the city of Ahmedabad, Peishwa Duscoorae, pergunnah Beerumgaum	Net Rupees 12,61,969-2-50
Perauntej and Peishwa's share in Hursoolee and Morassa Punch Mehals as follows —	
Mahmoodabad	
Alleena, or otherwise Thamna	
Tasra	
Untrolee	
Balesenore and Veerpore	
Half of the town and pergunnah of Petlaud	

(Sd) J R. CARNAC,
Resident at Baroda

L. S.

* For Schedule A., referred to in Article 6, see page 67.

SCHEDULE C.

DR. *Or Statement of Districts, with the Revenues of each, exchanged with the Guikwar Government, including the exchange of the Pergunnah of Vijapore, as set forth in Article 6 of the Supplemental Treaty.* CR.

DR.				
To Vijapore and Tuppa Summow of Kurree		1,06,047	1	0
Dubhoy		2,07,918	2	20
Dhadderpore		14,377	1	32
Sowlee		75,133	0	0
Mogullae, dues of the Surat Attaveessee		75,703	1	25
The amount of Kelladaree Baubut be collected by the Kaira Collector from the jaghire villages of Sundannah, Untrolee and Wasna, of Subhongee Pole, which was not deducted from the amount at which these villages were ceded to the Honourable Company		1,652	0	0
The amount of Syud Poora village ceded by Guikwar Government, with the Duscoorae	1,500			
Proportion of the increase of Rupees 20,000 on Rupees 56,000 of Duscoorae as explained by the 17th paragraph of letter of the 15th June 1818	642			
		2,142	0	0
The amount of Dhurmadao Lungur, being charities of the Ahmedabad Duscoorae		1,824	0	31
Kusba, town of Petlaud and Sayer of the district		32,899	2	31
		3,78,548	0	89
Balance to be made up to the Guikwar by the transfer of a village in Petlaud, the Surat Attaveessee		2,117	1	69
Rupees		5,80,665	2	58

CR.						
By Cupperband	32,000	0	0			
By Bhalie	40,000	0	0			
Kurrede	60,000	0	0			
3 villages of Subhongee Pole, viz., Sundannah, of Petlaud Pergunnah, Untrolee, of Mattur Pergunnah and Wasna, of Moode Pergunnah	9,047	1	0			
Kummegaum village of Ahmedabad, Duscoorae Pergunnah	5,000	0	0			
				1,46,047	1	0
City of Ahmedabad				1,03,313	3	7
Pergunnah Ahmedabad, Duscoorae, and Havallee				1,53,000	0	0
Turkesur and Meta Cusba of Surat Attaveessee	29,641	0	0			
Deduct taken from Mogullae	1,607	0	0			
	28,034	0	0			
Is settled in favour of the Honourable Company for				27,036	2	51
Mogullae of Meta Cusba, of Surat Attaveessee				1,207	0	0
Cusba town of Omrul				34,011	0	0
Rupees				5,80,665	2	53

(Sd). J. R. CARNAC,
Resident at Baroda.

L. S.

ADDITIONAL ARTICLE to the SUPPLEMENTAL TREATY, on a separate negotiation concluded with HIS HIGHNESS SYAJEE RAO GUIKWAR, the successor of HIS late HIGHNESS FUTTEH SING.

It having been stipulated in the 4th Article of the foregoing Treaty that in exchang
half of the city
of the pergun
consideration, have substituted the following
cession on account of the Mogullae dues
e Guikwar in the Surat Attaveessee, as agreed for in the 5th Article of the same Treaty, namely, the district known as the Guikwar's Duscoorae (inclusive of doomala and enam assignments), with the havellie in the city and the cusba of Mota and the pergunnah of Turkesur in the Surat Attaveessee, as specified in the annexed detailed account of territories and rights so exchanged

It being also mutually desirable, for the interest and convenience of both governments and to promote more effectually the consolidation of their *power and authority, that the rights over the cusba town of Petlaud shall* be transferred to one or either of the contracting parties, His Highness Anund Rao Guikwar, etc, has agreed to cede in exchange for the Company's rights in the cusba of Petlaud only his rights in the cusba town of Omrul.

(Sd.) J. R CARNAC,
Resident at Baroda [L. S]

[The Company's Seal]
(Sd) HASTINGS.
" G DOWDESWELL
" JAMES STUART

Ratified by the Governor-General in Council this 28th day of November 1818.

(Sd) J ADAM,
Chief Secretary to Government.

No. XVI.

Substance of a Letter from the Honourable Mountstuart Elphinstone, Governor of Bombay, to His Highness Syajee Rao Guikwar, dated 3rd April 1820.

Since my arrival at Baroda we have had many interviews, at which, besides increasing the former friendship by personal intercourse, we have had various conferences regarding the manner in which you are to be vested with the administrations of your own government. For the better remembering of the points settled, I now commit them to writing.

All foreign affairs are to remain as hitherto under the exclusive management of the British Government.

With regard to internal affairs Your Highness is to be unrestrained, provided you fulfil your engagements to the bankers, of which the British Government is guarantee. The Resident is, however, to be made acquainted with the plan of finance which Your Highness shall determine on at the commencement of each year. He is to have access to the accounts whenever he requires it, and is to be consulted before any new expenses of magnitude are incurred.

The guarantees of the British Government to ministers and other individuals must be scrupulously observed.

Your Highness to choose your own minister, but to consult the British Government before you appoint him.

The identity of interests of the two States will render it necessary for the British Government to offer its advice whenever any emergency occurs, but it will not interpose in ordinary details, nor will its native agent take a share as formerly in the Guikwar government.

This letter is written in the spirit of entire friendship and good-will towards your State, and I look to hear henceforward of your increasing prosperity and reputation.

No. XVII.

Translation of a Treaty between the British and Guikwar Governments, dated the 3rd of April 1820.

Guikwar Seal.

With the view of promoting the prosperity, peace and safety of the country, and in order that the Guikwar government shall receive without

trouble and with facility the amount of tribute due to it from the provinces of Kattywar and Mahee Kanta, it has been arranged with the British Government that His Highness Syajee Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor shall not send his troops into the districts belonging to the zemindars of both the above provinces without the consent of the Company's
against the zemindars or others
arbitration of the Company's
any's government engage that
y the settlements of Summut
368, A.D. 1811 and 1812, shall
be paid by the zemindars to the Guikwar government free of expense. If in consequence of the misconduct of any zemindar or talookdar it becomes necessary to incur any considerable expense, the same, without any addition thereto, shall be defrayed by the said zemindar.

No. XVIII.

TRANSLATION of a MEMORANDUM from the GUIKWAR GOVERNMENT, dated the 13th August 1825.

A memorandum has been reeived from the Residency, dated 9th of the first Shrawun Vud (August 9th, 1825), stating that a letter had been received by Mr. Willoughby from Mr Newnham, Chief Secretary to Government, referring to the expedition of Colonel Walker into Kattywar in Sumwut 1864 (A.D. 1807-08), at which time the settlement in perpetuity for the tribute was adjusted, and pledges obtained from the Jhareja Rajputs that they would desist from their practice of female infanticide Colonel Walker, it is stated, resolved at the time tha the sums levied as fines from disturbers of the peace and other offenders should, through the clemency of government, be distributed in such sums as were suitable to the station in life of the parties concerned, to defray the marriage expenses of the females who should be preserved through this arrangement. This being brought to the notice of the Bombay Government by Captain Barnewall, the orders of Government have been forwarded to him, that through the British dependencies in Kattywar the sums realised in fines paid by dis-

lencies also in the same province. In
as solicited, to which it is replied that
charity, and will procure the blessing
of Heaven on both governments; therefore, whatever sums have been realised as fines on offenders since Captain Barnewall was placed in charge of the districts, or any extra revenue beyond the tribute as fixed for

perpetuity by Colonel Walker, may be appropriated as above specified, the disposal being year by year duly communicated to us, and the arrangement is highly satisfactory to this government.

No. XIX.

RULES for the EXEMPTION from the PAYMENT of the DUTIES usually claimed by the GUIKWAR GOVERNMENT on the VESSELS which may be driven by STRESS of WEATHER into the PORTS of OKAMUNDEL, AMROLEE, and other MEHALS of KATTYWAR while on their voyage between BOMBAY and the ports of SINDH, agreeably to the WISHES of the BOMBAY GOVERNMENT, as intimated to me in a communication, No. 553, dated 18th September 1844.

RULE 1.

Should a boat on her voyage between Bombay and any port in Sindh be driven into the mehals of this Sircar by stress of weather, and land its cargo, no duty of any kind, and no port or anchorage fee, will be exacted provided the vessel remains in the harbour only a reasonable time. If a single package be landed for the purpose of sale or traffic, or if the vessel refuse to pursue her voyage when able to do so, then the full amount of duty shall be levied on the whole cargo, and every port or other fee be also levied in the usual manner and the vessel treated in every respect as if consigned to the ports of this Sircar's mehals.

RULE 2.

Should a boat, under the circumstances mentioned at the commencement of rule 1, put into the port of Okamundel, &c., in so bad a state as to be obliged to discharge her cargo into another boat which conveys it to its original destination, no duty will be levied, provided nothing is landed for sale, and provided no unnecessary delay takes place in the sailing of the boat with the transhipped cargo. Damaged goods may be landed and sold under the sanction of the custom-house officers, on payment of the usual duties.

RULE 3.

Should a boat, under the above circumstances, put into the ports of Okamundel, &c., and undergo repairs, landing her cargo in the meantime, no duty will be levied, provided there is no unnecessary delay, and provided

that on reshipping, every package of the original cargo is duly accounted for to the satisfaction of the Custom Master of the port

RULE 4.

Should a boat put into the ports of Okamundel, &c., under the circumstances above mentioned, and undergoes light repairs, without discharging any part of her cargo, no duty whatever will be levied, provided the repairs do not occupy more than a reasonable number of days.

RULE 5.

Should a boat put into the ports of Okamundel, &c, under the above circumstances, at the close of the season, and be compelled to lay up for the monsoon, security will, in the first place, be given for the full amount of customs due on the whole cargo, and all ports and anchorage fees shall be paid. The goods may then be landed and warehoused at the expense and risk of the owner or tindal of the vessel. The original invoice of the cargo, or an authentic copy, shall be deposited with the customs authorities; and if on reshipping it shall be discovered that a single package has been opened or missing, [illegible]
the full amount of customs shall [illegible]
previously given. The goods [illegible]
brought them, unless she be pr[illegible]
may be forwarded on another. [illegible]
sold under the sanction of the [illegible]
the usual duties

RULE 6.

When any doubts arise as to the application of any of the above rules the chief Guikwar authority of the mehals, if unable to settle the matter otherwise, will refer to the Political Agent, and act according to his opinion and advice His Highness the Guikwar reserves to himself the full right of punishing any [illegible]

[illegible] st refer the case to the Political Agent and act according to his advice, and, pending the receipt of that officer's reply, detain the offender in custody. The public must be duly made acquainted with these rules.

The same rules were issued by the Rao of Kutch with reference to the port of Mandavee, the only difference being in the last sentence, which runs: " But in all such cases the Rao will act in concurrence with and under the advice of the Political Agent."

No. XX.

TRANSLATION of a YAD from HIS HIGHNESS the GUIKWAR to the RESIDENT at BARODA, dated 6th Rajjub 1250 (19th May 1850).

A Yad has been received from the Residency, under date the 4th instant, No. 257, communicating the purport of Mr. Secretary Goldsmid's letter relative to the exemption from payment of duties of vessels which, by stress of weather, may be driven into any of the ports in Kattywar belonging to the Durbar, and requesting that exemption to a similar extent to that conceded by the Chiefs in Kattywar be made by this government. The Durbar has to report that instructions have been issued to the Comavishdars of Okamundel and Amrolee agreeably to the wishes of the Bombay Government, but that should any boat remain in the port many days after the storm has ceased, for the sake of convenience, or with the intention of disposing of its cargo, or changing the same, from it alone shall duty be exacted; and the merchants in Kattywar residing at the ports belonging to the Durbar have also been informed of this arrangement; and in the event of their experiencing any annoyance from the Chiefs in Kattywar, &c., in consequence of this arrangement, that they should at once report the circumstance to the nearest British authorities, who will investigate the matter. To this effect it is requested the Resident will write to the Bombay Government.

No. XXI.

ENGAGEMENT with the GUIKWAR in 1832.

PAPER by HIS HIGHNESS the GUIKWAR, dated the 6th April 1832.

The Right Honourable the Earl of Clare having told His Highness the Guikwar that as His Highness wished to settle the monthly pay of the 3,000 contingent horse at the disposal of the Company's Sircar, a good arrangement must be made to secure their being paid according to the Treaty. His Highness, after consideration, agrees that he will place in continual deposit with the Company Sircar ten lakhs of Rupees in cash, bearing no interest, from the present day, and he will pay the above 3,000 horse their monthly pay according to the Treaty. If he should fail in so doing, the Company Sircar shall, out of the said ten lakhs of Rupees, give to the Sirdar, who will, on the part of the Guikwar, be over the horse, the pay of the 3,000 horse for that month; according to the 8th Article of the Treaty, and according to custom, the said Sirdar shall pay the 3,000 horse, and the money thus taken out of the sum deposited shall be replaced by

the Guikwar to complete the annual regular deposit of ten lakhs always. A conference on this having passed between His Lordship and the Guikwar, it is prayed that His Lordship, taking the above into consideration, will be pleased to release the mehals in sequestration, in which will be shown the goodness and reputation of His Lordship.

Dated Baroda, 5th Zilkad, or 6th April 1832.

FINAL PAPER executed by the RIGHT HONOURABLE LORD CLARE, dated the 6th April 1832.

A memorandum has been received from His Highness the Guikwar, dated the 5th Zilkad; its contents are as follows:—There are 3,000 horse at the service of the British Government, His Highness the Guikwar agrees that he will place in continual (or running) deposit with the Company Sircar ten lakhs of Rupees in cash, bearing no interest, from the present day, and he will pay the above 3,000 horse their monthly pay according to the Treaty; if His Highness should fail in so doing the Company Sircar shall, out of the said ten lakhs of Rupees, give to the Sirdar, who will, on the part of the Guikwar, be over the horse, the pay of the 3,000 horse for that month; and according to the 8th Article of the Treaty, and acccording to custom, the said Sirdar shall pay the 3,000 horse, and the money thus taken out of the sum deposited shall be replaced by the Guikwar to complete the annual regular deposit of ten lakhs always; His Highness prays, therefore, that the mehals sequestrated be released. His Lordship agrees to the above; therefore on the abovementioned continual deposit being placed with the British Government, the mehals shall be released from sequestration fifteen days after the date of the deposit when the Chor Chittees shall be delivered up.

Baroda, 6th April 1832.

No. XXII.

TRANSLATION of a MEMORANDUM presented by HIS HIGHNESS SYAJEE RAO GUIKWAR to the HONOURABLE the GOVERNOR at BARODA, dated 8th of Zilhez 1241, or 1st February 1841.

In consequence of disputes existing between the British Government and the Guikwar State His Excellency the Governor of Bombay, Sir J. Carnac, Bart, has visited Baroda, and a personal conference has taken [illegible] ,000 horse kept up by [illegible] ernment, and on their [illegible] strength, and also on

the payment by the Guikwar of the new Risala raised by the British Government; the Guikwar, having in view a perfect friendship and union between the two States and the full contentment of the distinguished Governor, agrees to pay the new Risala from the day on which it was raised up to the end of the month of Pous in the Sumwut year 1897 (January 1841), giving credit in the accounts for the amount, and from that date to allow the expense of the Risala, at an annual charge not exceeding three lakhs of Rupees, to be deducted from the collections of the tribute made on account of His Highness by the British Government: the Risala is to remain, as at present, entirely under the orders of the British Government.

TRANSLATION OF A MEMORANDUM presented by the HONOURABLE the GOVERNOR, SIR J. R. CARNAC, BART., to HIS HIGHNESS the GUIKWAR, on the 1st February 1841.

The British Government having made a proposal to His Highness the Guikwar of keeping up 1,500 horse out of the 3,000 maintained by His Highness, to which proposal His Highness did not consent, as not appearing in accordance with the Treaty; in consequence of the re-establishment of the friendship between the two States it is determined that the Treaty between the States, including the matter of the 3,000 horse, is to remain in force.

TRANSLATION of a LETTER addressed to the HONOURABLE SIR J. R. CARNAC, BART., ETC., by HIS HIGHNESS SYAJEE RAO GUIKWAR, dated 15th of Zilhez, Sumwut 1897, 8th February 1841.

A demand has been made that out of the 3,000 horse maintained by Treaty by this government at the disposal of the Honourable Company, 1,500 horse should be taken by the Honourable Company; but this does not appear correct under the Treaty, and by keeping the 3,000 horse, which are at present at the disposal of the Honourable Company, the appearance of perfect friendship between the two States and reputation will remain established. In this there should be no difference. Earnestly desiring that there should be no dispute between the two governments, and that a good understanding should exist, as formerly, I wrote to you with great urgency, inviting you to visit me, which you have kindly done; and on your arrival at Baroda I have explained to you all my difficulties, the pressure of my debts, and the expenses of my family and dependants. You then spoke to me on the subject of bearing the expenses of Roberts's new Risala of horse, upon which, as I desired to do nothing beyond your wishes, and considered you as my father and protector, I gave my consent to allow annually to the extent of three lakhs of

Rupees in the accounts for the cost of this Risala (agreeably to the new demand ... the corps ... my own h ... to Your Honour that the debt on this State is heavy; that the expenses of my family and hereditary dependants are great This you have yourself seen; and it is for the Honourable Company and for Your Honour to enable me to support this, and to confirm the prosperity and reputation of the Guikwar State. The burden of myself and of my government rests entirely upon you, and my prosperity and reputation are yours The Honourable Company and Your Honour are alike the protector of my dignity, and from you it will meet with no molestation. I am acting in accordance with the Honourable Company's government; therefore, as, in consequence of the new burden of three lakhs of Rupees per annum, which the maintenance of this body of horse ... ernment is placed ... *this government* ... g it a diminution ... release from this stipulation.

LETTER to HIS HIGHNESS the GUIKWAR, dated 8th February 1841.

... the earnest request ... words of advice ... ging my attention during my stay, and on the restoration of the good understanding between Your Highness and the British Government, which, I trust, may never again be disturbed.

...

... guaranteees, and to be guided by the counsels of the British Representative at Your Highness's Court, has enabled me to renew the bonds of amity between the two governments, which had been broken by repeated acts of Your Highness: and it is with pleasure that I have been able, in consequence, to restore to Your High-

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Dessai of Nowsarie, removed the attachment on that cusba.

Before restoring Petlaud to Your Highness, I should have deemed it necessary ... ill-treatme ... quence of

occupation of it. In deference, however, to your strong remonstrances against this measure, as being derogatory to your dignity and honour as a sovereign Prince, unnecessary, judging from the absence of all complaint from the districts formerly under attachment, which were released during the government of Lord Clare, and dangerous as likely to give rise to causes of collision, I refrained from pressing it on Your Highness, and contented myself with receiving from you a solemn promise that you would act towards the ryots of Petlaud as towards the rest of Your Highness's subjects, and allow them to suffer no molestation whatever on account of their having obeyed the orders of the British authorities or assisted them in the management of that province. Your Highness will recollect that this promise was made without reservation in the presence of the Chief Secretary in attendance on me, the Resident, and his Assistant, and on the full understanding that a breach of it would, although no written engagement was executed, subject the district to re-attachment and final annexation to the British territory. I repose implicit confidence in Your Highness's promise, and I feel assured that on no occasion shall I regret having done so; but at the same time I deem it my duty again to repeat that the British Government will never submit to a breach of this promise, or allow the shadow of an imputation of bad faith to rest upon it by a neglect to secure from oppression those who are, on all principles of justice, entitled to our protection.

Your Highness is aware that the demand which I made upon you, as the basis of any settlement and of the restoration of the good understanding between the two governments, was for the maintenance of Major Roberts's Risala from Your Highness's revenues, to be subject etirely to the control of the British Government; and to the provision by Your Highness of a body of horse, of the nature required by the Treaty of 1817, of not less than 1,500 men for service in Kattywar, etc., the districts on which we collect Your Highness's tributes. Your Highness consented to the maintenance of Roberts's horse in the manner proposed, but desired that you might be allowed in addition to keep up the whole contingent required by the 8th Article of the Treaty of 3,000 horse, in order that the terms of the Treaty might be strictly observed. I consented to this, but at the same time I informed you that the British Government required only 1,500 for service in Kattywar, etc. Should Your Highness at any period desire to reduce your contingent to that number for employment in those provinces, no objection will be raised to that proceeding; but in that number Your Highness must retain those persons, as Meer Surapaz Ali and others, whose restoration to your service has already been acceded to by Your Highness as one of the demands which the British Government made against you.

Your Highness, on the conference which I had with you on the 2nd instant, presented me with a memorandum of 31 items on matters requiring settlement. I informed Your Highness that after perusing them, the greater part of these were matters which must be left to the Resident to adjust. On two points, however, I explained to you the determination of the British Government, which it is well that I should here repeat: they relate to the attendance of the Resident and the British troops at the festivals of the

Dussara and Gunputtee, and the presentation of honorary dresses (Aher) by the Resident on the part of the British Government, on festive occasions, on Your Highness's family.

It is needless here to recapitulate the grounds on which the decision of the British Government on this point is founded. It is sufficient to state, in respect to the first, that I have instructed the Resident to pay to Your Highness, as the head of the Guikwar State, the requisite honours on your progress on these State occasions; he will accordingly, on receiving from you an intimation of the day and hour at which your procession will leave the palace, attend with the troops at some convenient spot, which will be
... id there, without joining
... your rank. I trust Your
... h is the utmost that can
... authority

It is contrary to the rule established for the guidance of the Honourable Company that presents should on any occasion be given or received. Although, as head of the Government of Bombay, I have thought fit to admit a deviation from this rule (and I am happy to have had it in my power, during my present visit, to present an Aher to Your Highness on the occasion of the birth of a son to Your Highness's eldest son, Rao Sahib), the Resident cannot be permitted to accept or present such gifts.

I must urge on Your Highness the absolute necessity of your strictly observing the repeated promises you have made to me to respect in their fullest extent all guarantees of the British Government; a contrary course has already brought Your Highness to the verge of ruin, and you may rest
... ngagements that
... the two govern-

in the internal administration of Y
ledges you to be the sole soverei
British guarantee to regard you in that light on pain of its severe displeasure, and to observe the utmost respect and submission in all communications with Your Highness; but still it cannot be released from the obligation of seeing that Your Highness preserves inviolate, in the most minute particular, every Bhandaree engagement of which the British Government is a party.

I have on several occasions taken an opportunity of speaking to Your Highness on the subject of the evil advisers by whose counsel Your Highness has been led into difficulty, and more especially of Veneeram Aditram I have received with pleasure Your Highness's assurances that since your proclaimed dismissal of that individual, you have had no communication, direct or indirect, with him, and I rely on your adhering to the determination to banish him from your service and your counsels for ever.

When I consented, at Your Highness's earnest solicitation, at our meeting of the 2nd instant, to admit the introduction to me of certain individuals whose removal from your service had been required of you in

consequence of their being the friends and associates of Veneeram, your dismissed minister, I begged Your Highness clearly to understand that my consent was given purely out of a regard to Your Highness's feelings, and in no respect as indicating my confidence in them, or in their fitness for employment in Your Highness's service. I have confidence in Your Highness alone and in your reiterated promises to reject the advice of evil-disposed persons, and to study never again to incur the displeasure of the British Government.

Your Highness will be careful, therefore, never to employ any of these individuals in any transaction whatever with the British Government, or in any business connected with our guarantees, the holders of which have been on many occasions so grievously oppressed.

Bappoo Urgura.	Gunesh Punt.
Baba Napbra.	Baboo Pooramish.

I have spoken to Your Highness on the subject of the nomination of a minister: you are aware that you are bound to appoint a person to this office, with the approbation of the British Government. You inform me that you desire no minister, and that you will yourself transact all matters of business with the Resident. As a mark of my friendship for Your Highness and of my confidence in the continuance of this good understanding which I observe to exist between you and the Resident at your Court, I have consented to waive the demand for the fulfilment of this stipulation during such period as Your Highness may act up to your profession, and be guided, in all matters in which the British Government has any concern, by the good counsel of the British Representatives. I feel confident that the trust which I am reposing on Your Highness will not be misplaced, and that it will not be necessary, at any future period, to enforce on you a measure to which you express yourself decidedly averse.

Having happily restored our former friendly relations, which I trust can never again be interrupted, I leave you in the full expectation that you will faithfully and implicitly observe all existing treaties and engagements; that you will respect in the minutest point every existing Bhandaree, adjusting, in communication with the Resident, every pending dispute on just and equitable principles, and allowing no occasion to arise for future differences; and that you will study by every means in your power to consolidate your alliance with the British Government. I have appointed to your Court a Resident, Mr. Boyd, with whom I am gratified to observe that Your Highness is on the most friendly footing of intimacy and cordiality; and I recommend Your Highness to continue this good understanding with him and to be guided by his friendly advice. Finally, I congratulate Your Highness on the state of kindness and unanimity which I observe to exist between the several members of Your Highness's immediate family, and I beg to assure you that I shall ever take the warmest interest in their welfare. I rejoice that I have had this opportunity of visiting you, and renewing that intimacy which commenced with your early youth; and I entreat you to believe that in all the advice which I have given you (I trust effectually), I have been influenced solely by a regard to your own welfare

and to the maintenance of your high position as the head of the Guikwar State. It will ever be to me a source of much gratification to hear of Your Highness's welfare, and to be informed that, by a strict adherence to existing engagements, Your Highness has merited the oblivion of the past, and is pursuing a steady and honest course for the future I now bid Your Highness an affectionate farewell.

(Sd) J. R. CARNAC

8th February 1841.

No. XXIII.

TRANSLATION of YAD from BRIGADIER-GENERAL SIR R. C. SHAKESPEAR, RESIDENT at BARODA, to HIS HIGHNESS MAHRAAJAH KHUNDI RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, No. 471, dated Baroda Residency, the 14th June 1858.

The Right Honourable Lord Elphinstone, Governor of Bombay, Major-General Roberts, lately Commanding Northern Division of the Army, and [illegible] the Governor-General of [illegible] and the assistance afforded [illegible]

To-day I have received a letter from the Secretary to the Government of India, with the Governor-General at Allahabad, No 1519, of date the 31st May 1858, informing me that His Lordship is so gratified at hearing of His Highness Khundi Rao Guikwar's fidelity and devotion that he has been pleased to order that all that part of the kharita of Sir James Carnac, Governor of Bombay, to Syajee Rao Maharaj, of date 8th February 1841, which relates to Roberts's Risala and the Guikwar's contingent horse, and also the whole of the Yad of Maharajah Syajee Rao Guikwar, of date 1st February 1841, agreeing to pay three lakhs of Rupees a year for the maintenance of Roberts's Risala—these three matters above written, namely, what is written in the kharita about the Risala and about the contingent horse, and the Yad regarding the three lakhs—shall be remitted, and that in future the arrangement on these points between the two governments shall be that specified in the 8th Article of the Treaty of 6th November [illegible] go with [illegible] they do [illegible] continue [illegible] equire

The Secretary to the Government of India does not mention in his letter the date from which this arrangement is to commence, but I will write, and on the answer arriving I will inform the Maharajah.

I have great pleasure in communicating this good news. The Maharajah has always acted towards me as a friend, and I enjoy this good news which has come for the Maharajah as much as if it concerned myself.

TRANSLATION of Yad from HIS HIGHNESS MAHARAJAH KHUNDI RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to BRIGADIER-GENERAL SIR R. C. SHAKESPEAR, RESIDENT at BARODA, NO. 625, dated the 17th June 1858.

A Yad, No. 471, of date 14th June 1858, has been received from the Residency to the following effect:—That the Right Honourable Lord Elphinstone, Governor of Bombay, and Major-General Roberts, Commanding the Northern Division of the Army, and I wrote to the Right Honourable the Governor-General of India particulars regarding the friendship of the Guikwar Sircar and the assistance it had afforded during the past year. That on this a letter, No. 1519, dated 31st May 1858, from the Secretary to the Government of India, has been received to the following effect:—That the Right Honourable the Governor-General Bahadoor being greatly pleased on hearing the accounts of the fidelity and friendship of the Maharajah Khundi Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, has given an order for the remission of the three matters as here detailed, namely, all that which is written about Roberts Sahib's Risala and about the contingent horse in Governor Carnac Sahib's kharita written on 8th February 1841, and the Yad of 1st February 1841 which Syajee Rao Maharaj wrote, agreeing to give three lakhs a year for the maintenance of Roberts Sahib's Risala; and that in future the arrangement on the above matters between the two governments will proceed according to the 8th Article of the Treaty executed on 6th November 1817; but when the contingent horse are not required to go with the subsidiary force on service, then, in the same way as at present they do duty in the tributary mehals in Guzerat and Kattywar, they shall continue doing duty in the tributary mehals as the British Government may require; that in the letter from the Secretary to the Government of India the date from which this arrangement is to commence is not written; therefore I will write regarding that point, and on receiving the answer I will inform the Maharajah.

I beg to reply that I have been very greatly pleased on seeing the contents to the effect that the Right Honourable the Governor-General, in the way of kindness and patronage, has remitted the three lakhs for the expense of the Risala, and I beg to write that in future there will remain on the part of this Sircar the arrangement for 3,000 sowars remaining in service according to the received request written in the Yad.

By this being done I am greatly obliged, and it is good in respect to good report, and the friendship between the two governments has been clearly displayed. From the expense also of the Risala falling (on me), the weight

of debt was going on increasing up to the present day, and this caused much anxiety. In short, the character, good name, and honour of this government are of the Honourable Company Bahadoor and the Right Honourable the Governor-General Bahadoor; therefore, in right of friendship, I beg to address my patron * to the effect that the friendship of the two [illegible] ation to generation, and for the [illegible] and have acted according to the [illegible]

* The Right Honourable the *Governor-General.*

KHUREETA TO THE GUIKWAR.

After compliments — I have learnt with great satisfaction, from the reports which the Resident at Your Highness's Court has from time to time submitted to me, the acts by which Your Highness has shown in an un- [illegible] Highness has [illegible] on behalf of [illegible] for the proofs [illegible]

Irregular Horse; and as a mark of consideration for Your Highness, I have further determined that this remission shall have retrospective effect from the date of Your Highness's accession to the guddee [illegible] nce a pair [illegible] e cordial [illegible]

(Sd.) CANNING.

No. XXIV.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS FARZAND-I-KHAS-I-DAULAT-I-INGLISHIA MAHARAJA SAYAJI RAO GAEKWAR SENA KHAS KHEL SHUMSHER BAHADUR, GAEKWAR of BARODA,—1881.

Whereas by Article 8 of the Supplemental Treaty between the British Government and the Baroda Darbar of the 6th November 1817, it was agreed

that His Highness the Gaekwar of Baroda should maintain and hold at the disposal of the Hon'ble Company, to act with the subsidiary force wherever it may be employed, and to be subject to the general command of the Officer Commanding the British Troops, a body of 3,000 effective cavalry to be supported exclusively at the expense of His Highness the Gaekwar; also that His Highness would conform to the advice and suggestions of the British Government relative to the formation and equipment of the contingent of horse, its regular monthly payment, and the condition of its arms and accoutrements according to the customs of the Gaekwar Government.

And whereas His Highness Khunde Rao Gaekwar Sena Khas Khel Shumsher Bahadur, in a letter, dated 17th June 1858, to the address of Sir R. C. Shakespear, then Resident at Baroda, agreed that "when the contingent horse are not required to go with the subsidiary force on service, then in the same way as at present they do duty in the Tributary Mahals in Guzerat and Kathiawar, they shall continue doing duty in the Tributary Mahals as the British Government may require."

And whereas it is now considered advisable that the duties heretofore performed by the contingent of 3,000 horse in the Tributary Mahals, should be in future performed by a body of mounted and foot police, entirely under the control and management of the British Government.

The following Articles are therefore agreed upon :—

1. In consideration of an annual payment by the Baroda State of a sum of 3¾ lakhs of rupees, the British Government release the Baroda State from its obligation to maintain the contingent of 3,000 horse on the terms, and for the purposes, cited above.

The cessation of these obligations to have effect from such date as may hereafter be fixed by the British Government.

2. The annual payment stipulated under Article 1 shall be adjusted by deduction of the sum stated from the tribute collected by the British Government on behalf of His Highness the Gaekwar in the States known as the Tributary Mahals. If the amount of the tribute thus collected in any one year falls short of the sum to be deducted, the Baroda State will make up the difference.

3. In view to the formation of the police force which will be required to perform the duties of the Baroda Contingent, the British Government will enlist a number of the men now belonging to the said contingent, not less than four hundred, provided that such a number of men be found in every way fit for the service. If the Baroda State desires more than four hundred men to be enlisted, the British Government will make no objection upon the condition of fitness already stated.

4. The Baroda State will give, with the men enlisted on the above conditions, free of charge, a horse for each man enlisted, such horses being selected from those belonging to the Baroda State now in the said contingent by British officers appointed for the purpose. Should suitable horses not be available from among those of the contingent belonging to the Baroda

State, the State will, at its own cost, furnish horses to be approved by the British officers aforesaid.

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the new police force, shall be permitted to reside in these buildings

6 The contingent of 3,000 horse will be disbanded, and the Baroda State hereby undertakes to carry out the measures necessary for its dissolution with due consideration for the interests and reasonable expectation of those who are now connected with the existing organization of the contingent.

Signed at Baroda on the 8th day of September one thousand eight hundred and eighty-one

(Sd) T MADAVA ROW,
Dewan.

" P. S. MELVILLE,
Agent to the Governor-General.

" RIPON,
Viceroy and Governor-General of India.

This agreement was ratified by the Governor-General of India in Council at Simla on the 29th day of September A D. 1881.

(Sd) CHARLES GRANT,
Officiating Secretary to the Government of India, Foreign Department

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No. XXV.

ADOPTION SUNNUD granted to HIS HIGHNESS the MAHARAJAH GUIKWAR of BARODA,—1862.

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continued, I hereby, in fulfilment of this desire, convey to you the assurance

that His Highness the Gaekwar of Baroda should maintain and hold at the disposal of the Hon'ble Company, to act with the subsidiary force wherever it may be employed, and to be subject to the general command of the Officer Commanding the British Troops, a body of 3,000 effective cavalry to be supported exclusively at the expense of His Highness the Gaekwar; also that His Highness would conform to the advice and suggestions of the British Government relative to the formation and equipment of the contingent of horse, its regular monthly payment, and the condition of its arms and accoutrements according to the customs of the Gaekwar Government.

And whereas His Highness Khunde Rao Gaekwar Sena Khas Khel Shumsher Bahadur, in a letter, dated 17th June 1858, to the address of Sir R. C. Shakespear, then Resident at Baroda, agreed that "when the contingent horse are not required to go with the subsidiary force on service, then in the same way as at present they do duty in the Tributary Mahals in Guzerat and Kathiawar, they shall continue doing duty in the Tributary Mahals as the British Government may require."

And whereas it is now considered advisable that the duties heretofore performed by the contingent of 3,000 horse in the Tributary Mahals, should be in future performed by a body of mounted and foot police, entirely under the control and management of the British Government.

The following Articles are therefore agreed upon :—

1. In consideration of an annual payment by the Baroda State of a sum of 3¾ lakhs of rupees, the British Government release the Baroda State from its obligation to maintain the contingent of 3,000 horse on the terms, and for the purposes, cited above.

The cessation of these obligations to have effect from such date as may hereafter be fixed by the British Government.

2. The annual payment stipulated under Article 1 shall be adjusted by deduction of the sum stated from the tribute collected by the British Government on behalf of His Highness the Gaekwar in the States known as the Tributary Mahals. If the amount of the tribute thus collected in any one year falls short of the sum to be deducted, the Baroda State will make up the difference.

3. In view to the formation of the police force which will be required to perform the duties of the Baroda Contingent, the British Government will enlist a number of the men now belonging to the said contingent, not less than four hundred, provided that such a number of men be found in every way fit for the service. If the Baroda State desires more than four hundred men to be enlisted, the British Government will make no objection upon the condition of fitness already stated.

4. The Baroda State will give, with the men enlisted on the above conditions, free of charge, a horse for each man enlisted, such horses being selected from those belonging to the Baroda State now in the said contingent by British officers appointed for the purpose. Should suitable horses not be available from among those of the contingent belonging to the Baroda

State, the State will, at its own cost, furnish horses to be approved by the British officers aforesaid,

The Baroda State will give to the British Government free of charge [illegible]

British Government, and, in future, no person, except such as are enlisted in the new police force, shall be permitted to reside in these buildings

6. The contingent of 3,000 horse will be disbanded; and the Baroda State hereby undertakes to carry out the measures necessary for its dissolution with due consideration for the interests and reasonable expectation of those who are now connected with the existing organization of the contingent.

Signed at Baroda on the 8th day of September one thousand eight hundred and eighty-one.

(Sd) T. MADAVA ROW,
Dewan.

„ P. S MELVILLE,
Agent to the Governor-General.

„ RIPON,
Viceroy and Governor-General of India.

This agreement was ratified by the Governor-General of India in Council at Simla on the 29th day of September A.D 1881

(Sd.) CHARLES GRANT,
Officiating Secretary to the Government of India, Foreign Department.

No. XXV.

ADOPTION SUNNUD granted to HIS HIGHNESS the MAHARAJAH GUIKWAR of BARODA,—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance

that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

The 11th March 1862.

No. XXVI.

PROCLAMATION,—1875.

To all whom it may concern.

Be it known that *Whereas* an attempt has been made at Baroda to poison Colonel R. Phayre, C.B., the late British Resident at the Court of His Highness the Gaekwar, and evidence has been adduced to the effect that His Highness Mulhar Rao Gaekwar instigated the said attempt to administer poison to Colonel Phayre ;

And Whereas to instigate such attempt would be a high crime against Her Majesty the Queen and a breach of the condition of loyalty to the Crown under which Mulhar Rao Gaekwar is recognized as ruler of the Baroda State, and moreover such an attempt would be an act of hostility against the British Government, and it is necessary fully and publicly to enquire into the truth of the charge and to afford His Highness Mulhar Rao Gaekwar every opportunity of freeing himself from the grave suspicion which attaches to him ;

And Whereas in consequence thereof it is necessary to suspend Mulhar Rao Gaekwar from the exercise of power and to make other arrangements for the administration of the Baroda State :

It is hereby notified that from this date the Viceroy and Governor-General of India in Council temporarily assumes the administration of the Baroda State, and delegates all the powers necessary for the conduct of the administration to the Agent to the Governor-General and Special Commissioner at Baroda. The administration will be conducted, as far as possible, in accordance with the usages, customs, and laws of the country.

All Sirdars, Inamdars, Zemindars, and inhabitants of the Baroda territories, and all officers and persons whatsoever in the civil and military service of the Baroda State, or liable to be called upon for such service, are hereby required to submit to the authority of and render obedience to the said Agent to the Governor-General and Special Commissioner during such time as the State may be under the administration of the British Government.

In accordance with the gracious intimation made to the Princes and Chiefs of India that it is the desire of Her Majesty the Queen that their [illegible] enquiry and after consideration of the results which such enquiry may elicit.

By order of the Viceroy and Governor-General of India in Council.

FORT WILLIAM: (Sd.) C U. AITCHISON,

The 13th January 1875. *Secy. to the Govt. of India.*

No. XXVII.

PROCLAMATION,—1875.

To all whom it may concern.

His Highness Mulhar Rao, Gaekwar, was suspended from the exercise of power, and the administration of the Baroda State was temporarily assumed by the British Government, in order that a public enquiry might be made into the truth of the imputation that His Highness had instigated an attempt to poison Colonel R. Phayre, C.B , the late Representative of the British Government at the Court of Baroda, and that every opportunity should be given to His Highness of freeing himself from the said imputation.

The proceedings of the Commission having been brought to a close, Her Majesty's Government have taken into consideration the question whether His Highness Mulhar Rao, Gaekwar, shall be restored to the exercise of sovereign power in the State of Baroda

The Commissioners being divided in opinion, Her Majesty's Government have not based their decision on the enquiry or report of the Commission, nor have they assumed that the result of the enquiry has been to prove the truth of the imputations against His Highness

[illegible]

be detrimental to the interests of the people of Baroda and inconsistent with the maintenance of the relations which ought to subsist between the British Government and the Baroda State, that His Highness should be restored to power, Her Majesty's Government have decided that His Highness Mulhar Rao, Gaekwar, shall be deposed from the sovereignty of Baroda, and that he and his issue shall be hereafter precluded from all rights, honours, and privileges thereto appertaining.

Accordingly His Excellency the Viceroy and Governor-General in Council hereby declares that His Highness Mulhar Rao, Gaekwar, is deposed from the sovereignty of the Baroda State, and that he and his issue are precluded from all rights, honours, and privileges thereto appertaining.

Mulhar Rao will be permitted to select some place in British India, which may be approved by the Government of India, where he and his family shall reside with a suitable establishment and allowances to be provided from the revenues of the Baroda State.

Her Most Gracious Majesty the Queen, in re-establishing a Native Administration in the Baroda State, being desirous to mark her sense of the loyal services of His Highness Khundee Rao, Gaekwar, in 1857, has been pleased to accede to the request of his widow, Her Highness Jumnabaee, that she may be allowed to adopt some member of the Gaekwar house, whom the Government of India may select as the most suitable person upon whom to confer the sovereignty of the Baroda State.

The necessary steps will accordingly be immediately taken to carry into effect *Her Majesty's* commands. In the meantime, with the consent of His Highness the Maharaja of Indore, Sir Madava Rao, K.C.S.I., will at once proceed to Baroda, and conduct the administration of the State as Prime Minister, under instructions which he will receive from the Governor-General's Agent and Special Commissioner at Baroda.

In conferring the sovereignty of the Baroda State, no alteration will be made in the Treaty engagements which exist between the British Government and the Gaekwars of Baroda, and the new Gaekwar will enjoy all the privileges and advantages which were conveyed to the Gaekwar of Baroda in the Sunnud of Earl Canning, dated the 11th of March 1862.

By Order of His Excellency the Viceroy
and Governor-General of India in Council,

(Sd.) C. U. AITCHISON,

The 19th April 1875. *Secretary to the Government of India.*

No. XXVIII.

TRANSLATION of an ANSWER from the GUIKWAR GOVERNMENT to the MEMORANDUM regarding the PROHIBITION of the IMPORT of OPIUM, dated 17th Zillay 1235 (25th September 1820), consisting of the following ARTICLES :—

ARTICLE 1.

Opium must not be supplied from the Company's warehouse, or by merchant subjects of the Company, to the merchants and subjects of the

Guikwar. These are to be supplied with opium by the Guikwar government.

ARTICLE 2

Whatever opium is required for the Guikwar warehouse to be obtained from the Collector of Kaira through the agency of a vakeel of the Guikwar. Should there be a deficiency of opium in the warehouses of both governments, and it should be necessary to procure opium from Malwa, a dustick is to be given permitting the purchase and the free passage of the article

ARTICLE 3.

The Guikwar government will purchase the opium at present in the Guikwar districts, and until it is consumed will not purchase from the Company's stores.

ARTICLE 4

Opium is produced in some parts of the Guikwar territories, and it is requested therefore that no objection may be made; this continuing to be the case, when the article is ready, it will be purchased by the government, to which it is requested that no objection may be made

ARTICLE 5

The price of opium to be the same in the territories of the two governments

ARTICLE 6

It is requested that the price at which opium is sold to the merchants and ryots at Kaira, Baroach, and other places, where the government warehouses will be established, and the Malwa price, may be communicated to this government every month

ARTICLE 7

Any merchants or individuals introducing opium secretly for sale into the Guikwar territories to be subject to have the property confiscated, and any opium brought secretly from the Company's districts for sale to be confiscated in like manner, without any objection on the part of the British Government.

ARTICLE 8.

A vakee[illegible] and wherever th[illegible] be supplied for [illegible] supplied by other means to merchants and ryots.

BARODA RESIDENCY
29th September 1820

(Sd) C. NORRIS,
Acting Resident.

No. XXIX.

No. 2562, dated Baroda, the 9th March 1878.

From—Sir T. Madava Row, Dewan,
To—P. S. Melvill, Esq., C.S.I., Agent, Governor-General, Baroda.

Your letter No. 988, dated 15th February 1878.

Your letter No. 1070, dated 18th February 1878.

I have the honour to state that since my return to Baroda I have carefully perused and considered your communications, marginally noted, on the opium question. I also note all you have said in connection therewith in the course of our conversations at the Residency.

2. I was at first desirous of addressing you on the subject, so as to give expression to the views and considerations which had suggested themselves to me in relation to the main points in issue, and which, I thought, might not be undeserving of the attention of the higher authorities in matters affecting States and populations and disturbing a long existing order of things. But the result of your later conversations is that my field has been very much narrowed. I gather from those conversations that the Government of Bombay insist on Baroda adopting the Bengal system of monopoly. You have pressed for an immediate declaration of the intentions of His Highness's Government.

3. Though His Highness's Government still continue of opinion that less drastic measures than the one just mentioned are fairly available, and ought to be tried, yet, yielding to the pressure of the situation, we accept what for the sake of brevity may here be designated the "Bengal system."

4. By the "Bengal system" the Baroda Administration means—

(1) The permission of cultivation of the poppy by license only.

(2) The purchase by the State of the juice of the whole of the poppy crop so sown.

(3) The preparation by State agency of the poppy juice into marketable opium.

(4) The sale of the opium so prepared to (*a*) consumers within the Baroda territory under the retail sale monopoly, and (*b*) merchants for export, it being understood that the State will convey all the opium for export to the scales at Ahmedabad, and that it will pay the British duty there; but that the State is at liberty to make contracts of sale of the opium before the opium is taken to the scales, on condition that the delivery shall not be made by the State to merchants until after the British duty has been paid at the scales.

5. It is understood that the Baroda Government will exercise its own discretion, and in any way that may appear to it most advisable in regard to minor details, such as making advances to the cultivators, testing the poppy juice, manufacturing and packing the opium, etc., and that in these

matters the Baroda State is not necessarily bound to follow the procedure adopted by the British Government in Bengal.

6 I further agree that the cultivation of the poppy *should be limited* to the supply of the "licit demand"

7 By the "licit demand" the Baroda Administration means the demand for Baroda-grown opium for consumption within the Baroda territories, and also the demand, as determined by His Highness's Government, for export to the scales at Ahmedabad The Baroda State will accordingly regulate the area of land, from time to time, for poppy cultivation.

8. The Baroda Administration will adopt the system above described so as to bring the next poppy crop under it. The requisite preparations will be begun at once.

9. In order that I may be in a position to form the best practicable scheme, and to frame proper rules, I intend shortly to proceed to the Kari Division (to which alone the cultivation of the poppy is in future to be restricted).

[illegible] of the Sirkar buying [illegible] thered. I am bound [illegible] To compel the ryots *without any previous* notice to sell their produce to the Sirkar exclusively, and at rates fixed by the Sirkar, would not be just It would cause a great outcry on their part. Again, various contracts, no doubt, exist between the ryots and merchants relative to the delivery of the produce Such contracts and transactions connected therewith would be suddenly interfered with, [illegible] t[illegible]nsactions [illegible] city of [illegible] Again, part of the produce has been already gathered, and part of what has been gathered has, doubtless, passed out of the growers' hands. To reach all the produce, in these circumstances, would necessitate very inquisitorial and vexatious processes which would be opposed or evaded by various expedients all calculated to create much distress and discontent. Apart from all this, it would be impossible to suddenly organize a sufficient agency to buy up the produce

Arrangements could not be instantly made for weighing in of the produce from so many individuals, and for payment according to the quality and consistence as well as the quantity of the stuff We have no buildings ready, and not even the requisite vessels, to place or prepare the produce in We have neither men ready, nor appliances, nor the requisite knowledge for the proper superintendence of the preparation of the produce for the market In short, it would not, I must respectfully submit, be possible to undertake a vast and detailed operation of the sort without the least previous preparation I have personally explained these manifold and grave difficulties, and will, therefore, say no more here on the subject

11. We are however alive to the necessity of adopting, meanwhile, [illegible]

bring the stock of opium and poppy juice now in the country under control. I will here generally indicate the character of these measures.

12. We have already prohibited the cultivation of the poppy in Petlad and Amreli, where it has hitherto been grown, so that in future there will be no cultivation of the poppy in the Baroda territory except in the Kari (or Northern) Division. This prohibition will be declared in a formal notification, to be issued at once, laying down penalties, etc., for infractions thereof.

13. A notification, which will remain in force until the State actually commences its monopoly, will also be issued prohibiting the export of *opium* from any part of the Baroda territory except to the scales at Ahmedabad. Steps will also be taken to register the *opium* and poppy *juice* now in stock in the Kari Division as well as, if any, in Amreli and Petlad; and to prevent its removal without the cognizance of Sirkar officers. To avoid loss to owners which would arise from suddenly making the possession of opium illegal, time will be given (probably not further than the 30th September next) to enable them to dispose of the stock of opium by taking it to the scales at Ahmedabad, so as to enable the Administration to start the monopolies of opium cultivation and retail sale, clear of any stock in the hands of private individuals.

14. There will be no difficulty in owners of opium in the Kari Division taking it to the scales. But the rules proposed by the Government of Bombay under Act I of 1878 do not seem to contemplate the export to the scales at Ahmedabad of opium from Petlad and Amreli. Should it be found necessary to do so, I beg that Government will, as a temporarily necessary measure, afford facilities to owners, if any, in those districts, to take their stock to Ahmedabad before the date fixed.

15. In the Kari Division if any poppy juice remain in the hands of ryots and others after the expiration of the time given, it will be bought up by the Sirkar.

16. With regard to the juice remaining with the cultivators and others in Petlad and Amreli, orders are being issued to buy it up for the Sirkar. The juice so bought will be converted by the Sirkar into opium, which will be disposed of either by being sent to the scales at Ahmedabad as if it was Sirkar monopoly opium, or by being issued for retail sale in these territories under the retail sale system. If it will have to be sent to the scales, or moved from one part of the Baroda territory to another, between which British or other foreign territory intervenes, the British Government will, I trust, give the necessary facilities for its removal.

17. Thus, it will be seen that, although it is impracticable to buy up the produce of the existing crop in the Kari Division, it will be brought under effective control, together with the existing stock of opium in that division and other Baroda districts. The juice in other parts of the Baroda territory than the Kari Division will be immediately bought up; and measures will be adopted at the same time to prevent opium or poppy juice being exported from any part of the Baroda territory, except opium, to the scales at Ahmedabad, in other words, to prevent smuggling.

18. In adopting the measures I have indicated, we shall take as our guide, as far as necessary to the objects in view, Act I of 1878, and the rules adopted by the British Government itself in its own territory under that Act.

19 With regard to retail sale of opium for consumption in His Highness's territory, the privilege of such sale is, at present, farmed out in the Nowsari, the Baroda, and the Amreli Divisions But there are no complete rules on the subject, nor proper penalties, though offences against the farmer's privilege, as far as can be ascertained from former practice, are punished

20 We shall now introduce a complete Sirkar monopoly of retail sale throughout the Baroda territory analogous to that prevailing in British provinces, the retail sale prices being assimilated In the above-mentioned three divisions the farms fall in on the 31st July next We shall take every measure to introduce in those divisions the new monopoly system from the 1st August next

21 The retail sale of opium in the Kari Division is at present unrestrict- ... on It will not be practicable to intro- ... before the expiry of the time given to ... of their opium, say, till the 1st October next We contemplate, therefore, to introduce the measure there hereafter.

22 It is, of course, understood that no British duty will be charged on opium imported by the Baroda State from foreign territory for consumption in the Baroda territory

23 It may be necessary for the Baroda State to indent upon the neighbouring Collectors, or other British officers in charge of opium depôts, for opium required for retail sale in Baroda territory. It is understood that such opium will be supplied at cost price without any duty or profit being charged to the Baroda State

24. I hope that you will see ... thus proposed every anxiety on th... meet the wishes of the British G... revenue, and at the same time to obv... State as far as possible

No. XXX.

MEMORANDUM of points discussed and understanding arrived at as regards OPIUM and ABKARI at a conference held between the COMMISSIONER of CUSTOMS, SALT, OPIUM, and ABKARI, BOMBAY, and the MINISTER of HIS HIGHNESS the MAHARAJA GAEKWAR,—1886

Opium

1. With reference to previous correspondence it is settled that the minimum selling price of opium in British districts in Guzerat, His

Highness's territory and adjacent Native States, shall be Rupees 1-4 per lb. (of 40 tolas) in advance of the rate fixed by the British Government for the issue of opium from Government depôts—*i.e.*, opium shall not be retailed in any portion of the said territories at a rate lower than Rupees 1-4 in advance of the issue rate for the time being in force.

2. This arrangement to be tentative for two years from 1st August 1887.

Abkari.

3. The still-head duty rates in force in the portion of the Naosari Division in which the Central Distillery system prevails to be increased to the rates obtaining at present in the adjacent British Talukas.

4. With regard to the abkari arrangements for the Mahals of Songhad and Vyara and the Peta Mahal of Vakals, His Highness's Government will study the system now prevalent in the neighbouring British Mahal of Nowapura and Taluka of Pempalner, and if found suitable and unobjectionable will introduce it experimentally in the said mahals of Songhad and Vyara and the Peta Mahal of Vakal from 1st August 1887.

5. His Highness's Government proposes to introduce the Central Distillery system in the Baroda Division from the 1st August 1887 generally on the same principles as in the Naosari Division, provided a corresponding system is introduced in the contiguous British Districts and other Native States.

6. For the further protection of the abkari revenues of both Governments, it is considered desirable to retire, as far as possible, the liquor shops of either Government to a distance of at least two miles from the frontier. It may however be necessary to make exceptions to this rule—*e.g.*, liquor shops must be allowed in Naosari, although situated within two miles of the British frontier. In cases in which the rule about retirement of shops to a distance of two miles from the frontier may be found to cause inconvenience to a large number of the population, by cutting off their liquor supply, it may be necessary to allow a shop either in British or Gaekwadi territory, within the two miles limit, to supply the surrounding British and Gaekwadi villages with liquor, that is to say, a liquor shop in a Gaekwadi village might be allowed to supply liquor to neighbouring British villages while another shop in a British village might be allowed to supply adjacent Gaekwadi villages—the choice of all such shops being so made as to balance the loss and gain to either Government. At all shops, British or Gaekwadi, allowed within the two miles belt, liquor shall be sold of the same strengths and at prices not lower than the minimum prices to be settled by mutual consent.

7. In the case of isolated Gaekwadi villages surrounded by British territory and *vice versâ*, it would be desirable to arrange that each such village should be supplied with liquor from the nearest distillery, whether in Gaekwadi or British territory, the duty levied thereon being payable to the Government to which the village belongs. If, however, the Government to which such village belongs wishes to supply it with liquor from its

own distillery, it is at liberty to do so, but in that case a minimum selling price will be fixed for the village by mutual consent

8. To carry out the foregoing arrangement (*vide* paragraphs 6 and 7) special officers appointed by their respective Governments should meet at an early date and submit to their respective Governments their respective proposals with regard to each village and shop affected, together with a map of the territory concerned, and the matter should finally be decided at a personal conference between the British Commissioner of Abkari and the Dewan.

9. His Highness's Government reserve for further consideration the question of the levy of a tree tax on toddy-producing trees growing in His Highness's territory

10 The object of the British Government being the protection of its own Abkari revenue, it will suffice for all practical purposes if the arrangements above set forth, as regards a belt of two miles, and as regards isolated villages, are satisfactorily carried out As to the interior parts of the Baroda territory beyond the belt of two miles, and the isolated villages, His Highness's Government is free to make its own arrangements for its abkari administration

11 The above arrangements having been settled in deference to the wishes of the British authorities and for the protection of British revenue, it is to be understood that they are subject to revision by mutual consent, should circumstances render such a course expedient in future

(Sd) J. MOORE,
Acting Commissioner,
Customs, Salt, Opium, and Abkari

BARODA,
14th November 1886.

(Sd) LAXUMAN JAGANATH,
Dewan, Baroda State

No. XXXI.

ARTICLES of AGREEMENT entered into by the BRITISH GOVERNMENT as represented by COLONEL JAMES CAVAN BERKELEY, AGENT to the GOVERNOR-GENERAL at BARODA, on the one HAND, and HIS HIGHNESS FARZAND-I-KHAS-I-DAULAT-I-INGLISHIA MAHARAJAH SAYAJI RAO GAEKWAR SENA KHAS KHEL SHAMSHER BAHADUR of BARODA, as represented by RAO BAHADUR LUXUMON JAGONATH, DEWAN, on the other HAND, regarding the CONDITIONS for regulating the MANUFACTURE and the COLLECTION of NATURAL SALT within, and the EXPORT of SALT from, HIS HIGHNESS'S POSSESSIONS IN KATHIAWAR,—1887.

ARTICLE 1.

The manufacture of salt in the Kathiawar possessions of the Baroda Government will be limited to natural salt, *i.e.*, salt made from sea-water or natural brine deposits or wells, and only such quantity will be made as shall be sufficient for local consumption and for export as hereinafter provided.

ARTICLE 2.

Effectual means shall be taken to prevent the import of salt sent by sea from Okhamandel for the supply of the Amreli Mahals into the adjacent Kathiawar States, and efficient measures shall be adopted by the officials of the Baroda State to prevent the export of salt by land or sea from the Amreli Mahals or Okhamandel into any of the States of Kathiawar. No salt imported into the Amreli Mahals from Okhamandel shall be landed anywhere but at Korinar or Velan.

ARTICLE 3.

The Government of Baroda will adopt effectual means to prevent the exportation from its possessions in Kathiawar, either by sea or land, of salt manufactured or spontaneously produced therein to any part of British India or of any Native Indian State, or of any foreign European settlement in India, and will publish a Notification prohibiting such export under severe penalty.

ARTICLE 4.

The Government of Baroda will exercise an efficient control over the manufacture of salt and the collection of natural salt within its possessions in Kathiawar.

ARTICLE 5.

The Government of Baroda will so regulate the export of salt from its possessions in Kathiawar to foreign ports outside of India, and will place [illegible] ...nt any salt so [illegible] r of any Native [illegible]

ARTICLE 6.

The Government of Baroda will not permit any salt to be exported from its possessions in Kathiawar to any foreign port outside of India, unless the vessel containing it is bound direct for that port

ARTICLE 7

No vessel bound from the possessions of the Government of Baroda in Kathiawar to any port situated in British India, or a Native Indian State or any foreign European settlement in India, will be permitted to carry salt as sole cargo or as part of its cargo

ARTICLE 8

The Government of Baroda will bind the owner or captain of any vessel containing salt for exportation from its possessions in Kathiawar to any foreign port outside of India, not to touch on the voyage at any port in British India or a Native Indian State or a foreign European settlement in India, unless driven to it by stress of weather, in which case he shall be bound to give the earliest intimation of arrival to any British or Native officer residing at the port, and not to land any part of the salt contained in the vessel at such port

ARTICLE 9

Fishing-boats belonging to the possessions of the Baroda Government in Kathiawar may ship, when leaving a place in the said possessions, a quantity of salt not exceeding twenty-five Indian maunds to be used for *bonâ fide* fish-curing purposes.

ARTICLE 10

No modification of these arrangements shall be made without the previous consent of the British Government and the Baroda State.

Signed at Baroda on the fourteenth day of March one thousand eight hundred and eighty-seven

(Sd.) J. C. BERKELEY, *Colonel,*
Agent to the Governor-General.

(Sd.) LUXUMON JAGONATH,
Dewan, Baroda State.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

SIMLA,
The 28th April 1887.

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. XXXII.

ARRANGEMENT MADE BY THE BRITISH GOVERNMENT BETWEEN HIS HIGHNESS THE GAEKWAR OF BARODA AND THE RAOLJI OF MANSA,—1892.

Whereas the minor Raolji of Mansa possesses certain rights in and over Wantas, Giras, and other lands of various descriptions in Baroda territory, which rights the representatives of the said Raolji are desirous to exchange for an adequate compensation payable by the Baroda Darbar.

And whereas His Highness the Maharaja Gaekwar is desirous to acquire the said rights enjoyed in his territory by the said Raolji of Mansa.

The Governor-General in Council has, with the consent of His Highness the Gaekwar of Baroda and the Raolji of Mansa, made the following arrangement:—

1. The Baroda State will pay to the Raolji of Mansa, his heirs and successors Raoljis of Mansa year by year not less than fifteen days before the date on which the first instalment of the annual tribute payable by Mansa to Baroda falls due, the sum of eight thousand five hundred rupees (Rs. 8,500) British currency through the Mahi Kantha Political Agency, and on failure of payment on the day fixed interest shall accrue at the same rate as in the case of tribute due from the Mansa State to Baroda. The payment of Rs. 8,500 per annum with any interest that may so accrue shall be under the guarantee of the British Government.

2. In consideration of the said annual payment all rights and interests of the said Raolji of Mansa, his heirs and successors Raoljis of Mansa in and over Wantas, Giras, and other lands of every description situated in any part of Baroda territory, cultivated, Padtar or Kharabo together with the trees, Ghabhans, Chowras, etc., are, subject to the fulfilment of the condition set forth in the article next following, hereby absolutely transferred to His Highness's Government without any reservation.

3. The Baroda Darbar will also pay to the Raolji of Mansa within a month from the date on which the Wantas and other lands are handed over a lump sum of fourteen thousand rupees (Rs. 14,000) British currency in commutation of all miscellaneous petty rights and outstandings of Wanta and other revenues.

4. All alienations in the said Wantas, Giras, and other lands such as Dharmada, Pasaita, Vechan, Gharania, Chakariat, Hadia, etc., in the possession and enjoyment of the alienees, their heirs, successors or assignees; all the rights and interests of the said Raolji of Mansa, his heirs and successors Raoljis of Mansa in the said alienations, whether by redemption, reversion or in any other manner whatsoever, are hereby made absolutely the property of His Highness the Maharaja Gaekwar of Baroda.

5. The lands belonging to the Raolji of Mansa and placed by Captain Hunter within Baroda territory by the Boundary Settlement of 1873 and the lands of the Bhayat of the said Raolji of Mansa are in no way affected by this arrangement.

6. The right of the Raolji of Mansa to receive the Tora Giras payable to him by Baroda is not affected by this arrangement.

By order of the Governor-General in Council,

SIMLA; (Sd.) H M. DURAND,
The 11th June 1892. *Secretary to the Government of India.*

No. XXXIII.

ARRANGEMENT MADE BY THE BRITISH GOVERNMENT BETWEEN HIS HIGHNESS THE GAEKWAR OF BARODA AND HIS HIGHNESS THE DEWAN OF PALANPUR—1892.

[illegible]

And whereas His Highness the Maharaja Gaekwar is desirous to acquire the said rights enjoyed in his territory by His Highness the said Dewan of Palanpur.

The Governor-General in Council has, with the consent of His Highness the Gaekwar of Baroda, and His Highness the Dewan of Palanpur, made the following arrangement:—

1. The Baroda State will pay to His Highness the Dewan of Palanpur, his heirs and successors, year by year not less than fifteen days before the date on which the tribute payable by Palanpur to Baroda falls due, the sum of nine-hundred rupees (Rs 900) Siccai currency through the Palanpur Political Superintendency, and on failure of payment on the day fixed interest shall accrue at the rate of Rs 6 per cent. per annum. The payment of Rs.900 per annum with any interest that may so accrue shall be under the guarantee of the British Government.

2, In consideration of the said annual payment all rights and interests of any description whatever of His Highness the said Dewan of Palanpur situated in the said Wantas of Chansol and Nagawasna are hereby absolutely transferred to His Highness the Gaekwar's Government without any reservation.

3. The Baroda Darbar will also pay to His Highness the Dewan of Palanpur a lump sum of eight hundred rupees (Rs. 800) in commutation of any outstandings which may be due to the Palanpur Darbar by the cultivators of the said Wantas of Chansol and Nagawasna.

By order of the Governor-General in Council,

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 21st October 1892.

NO. XXXIV.

TRANSLATION of a YAD from HIS HIGHNESS the GUIKWAR to the RESIDENT at BARODA, No. 460, dated 14th MAY 1856.

A Yad was addressed by this government on the 29th February last, No. 232, regarding the land to be given by us for the use of the railway; to this a reply has been received from the Residency, under date the 12th May, No. 420, stating that the Yad in question not being sufficiently explicit, the Governor-General entertained some doubts on the subject, and requesting His Highness will kindly, in order to remove all doubts and uncertainty for the future, cede the sovereignty and authority over the land required for the railway to the Government of India.

2. In reply we beg to say, as stated in our Yad No. 423, we shall cede the land required for the railway, and the full sovereignty of this land will rest exclusively with the Government of India for railway purposes, but this government entertained no uncertainty or doubt whatever in giving up the land for the road; and as this has been stated in the Yad referred to, it is a matter of regret to this government, and we beg the Resident will kindly write to the Governor-General and explain this to him, as this government in every way is dependent on the Governor-General.

Taking this into consideration we write that this business (railway) should cause no loss to our revenue in the customs, etc., as stated in our Yad of 29th February, No. 232, and we beg to receive a reply to this effect.

No. XXXV.

AGREEMENT appertaining to the CESSION OF CRIMINAL JURISDICTION over the BHAVNAGAR-GONDAL RAILWAY LINE,—1879.

I hereby cede, on behalf of the Baroda State, to the Government of India, all the criminal jurisdiction possessed by the Baroda State in the lands of the Amreli Division which have been permanently assigned and made over by that State for the Kathiawar State Railway, this cession of the criminal jurisdiction aforesaid being exercised by the Government of India for so long as the aforesaid lands may be required for that Railway and being restored to the Baroda State when the lands are no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Baroda State all reasonable and practicable facilities, in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order

DEWAN'S KACHERI,
BARODA;
The 29th September 1879 } (Sd) T. MADHAVA ROW,
Dewan.

No. XXXVI.

MEMORANDUM,—1880.

I hereby cede on behalf of the Baroda State to the Government of India full jurisdiction, short of sovereignty rights, over the lands of the Kari Division which have been [illegible]

Letter from the Minister of Baroda, No 2427, dated 10th July 1877

Letter from the Agent to the Governor-General to the Minister, No 6599, dated 18th October 1877, and accompaniments

India so long as the aforesaid lands may be required for that railway, and being restored to the Baroda State when the lands are no longer needed for the railway.

2 It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of the Baroda State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

BARODA;
January 1880. } (Sd.) T. MADAVA ROW,
Dewan.

No. XXXVII.

No. 4101, dated Baroda, the 27th December 1889.

From—The Dewan of Baroda,

To—General Sir H. N. D. Prendergast, K.C.B., V.C., R.E., Agent to the Governor-General at Baroda.

I have the honour to acknowledge the receipt of your letter No. 7399, dated 18th July 1889, on the subject of the Mehsana-Viramgam and Mehsana-Pattan Railway lines, and to convey to you the sanction of His Highness's Government to the estimate therewith received, amounting to Rs. 13,35,730 for the construction of the Mehsana-Viramgam line.

* * * *

3. The question of jurisdiction has reference to—

(*a*) The bit of about 8 miles of the Baroda territory through which the Mehsana-Viramgam line would pass.

* * * *

4. As to clause (*a*) His Highness's Government hereby delegates to the British Government the necessary jurisdictional powers for the efficient working of the said line within the 8 miles of the Baroda territory through which the Mehsana-Viramgam Railway would pass, and for the disposal of the cases arising thereon. This delegation will remain in force so long as the railway lasts. It need hardly be added that the authorities exercising such jurisdiction will liberally afford to the servants of the Baroda State all reasonable and practicable facilities, in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

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No. XXXVIII.

No. 4527, dated Huzur Cutcherry, Baroda, the 11th February 1895.

From—Manibhai J., Dewan,

To—The Agent to the Governor-General at Baroda.

I have the honour to acknowledge the receipt of your letter No. 1686, dated 8th instant, regarding the construction of the Ahmedabad-Prantij Railway.

2. In reply I beg to inform you that His Highness's Government will have no objection to cede with civil and criminal jurisdiction the land situated in the Kadi Division through which the line will pass, on the same conditions on which land has been ceded for the Rajputana-Malwa Railway,

No. XXXIX.

No 1870, dated Baroda, the 19th October 1896

From—SHRINIVAS RAGHAV AIYENGAR, Dewan,

To—The Agent to the Governor-General at Baroda

In continuation of my letter No. 1590, dated the 7th instant, I have the honour to request you will be so good as to intimate to the Railway authorities concerned that the conditions, under which land has been made over in Baroda territory in connection with the Rajputana-Malwa and the Ahmedabad-Parantij Railways, will be applicable to the land to be provided by His Highness's Government for the construction of the Tapti Valley Railway.

No. XL.

AGREEMENT entered into by the BARODA STATE regarding the CESSION of JURISDICTION on that portion of the ANAND-PETLAD-CAMBAY RAILWAY which lies within the BARODA STATE.

HUZUR CUTCHERRY,
BARODA,
13th October 1900.

On behalf of the Baroda State I hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Anand-Petlad-Cambay Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

SHRINIVAS RAGHAV IYENGAR,
Dewan, Baroda State.

No. XLI.

AGREEMENT entered into by the BARODA STATE regarding the CESSION of JURISDICTION on that portion of the BARODA-GODHRA RAILWAY which lies within the BARODA STATE.

HUZUR CUTCHERRY,
BARODA,
23rd January 1903.

On behalf of the Baroda State I hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands

in the said State which are or may hereafter be occupied by the Baroda-Godhra Railway (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

NASHAMALLY,
Dewan, Baroda State.

No. XLII.

TRANSLATION of an AGREEMENT executed by RANA SHREE SUGGARAMJEE of ARAMRA and KOOER BABJEE of Bate by the AGENCY of ADEKAREE SUDDARAM, renouncing future PIRACY and all RIGHT to WRECKS,—1807.

I, Rana Shree Suggaramjee of Aramra, do hereby bind myself to this writing, which includes Bate and Aramra, and what is here written I agree to abide by.

Seal of Kooer Babjee of Bate.

(Sd.) (SAHEE) by RANA SUGGARAMJEE.

Be it known to all that I, Kooer Babjee of Bate, by the agency of Adekaree Suddaram, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement concluded by Adekaree Suddaram on my part, and by Major Alexander Walker on the part of the Honourable Company:—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I do, in like manner, for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purpose of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honourable Company.

ARTICLE 3.

As the temple of Bate is consecrated to the worship and adoration of the Supreme Being, the Honourable Company will be always disposed to afford the temple for those holy purposes every suitable encouragement and protection

ARTICLE 4.

It is further agreed to by me that to prevent all future causes of dis-

[illegible]

make such inspections as may be necessary, to ascertain that all these Articles are observed inviolably

Margsur Soodh 15th, Sumwut 1864 or 14th December A D. 1807.

(A true copy of the translate.)

(Sd.) ARCHIBALD ROBERTSON.

Seal of Raidungee.

TRANSLATION of a copy of a SECURITY BOND executed by DEWAN HUNSRAJ SHA on the part of RAO SHREE RAIDUN of KUTCH for the CHIEF of BATE and DEWARKA.

In consequence of Major Alexander Walker, on account of the Honour- [illegible] ajee, [illegible] Kooer [illegible] anick [illegible] Sha Samcudass Dewan, agree to become guarantee for the due observance of these engagements, and do hereby bind myself as answerable for the least

aggression or theft on their part to the Honourable Company. This is true. I have become security with my own free-will and consent. I am perfectly bound to cause an adherence to this.

Dated Pous Soodh 4th, Friday, Sumwut 1864.

This has been executed in my presence.

(True copy of the translate.)

(Sd.) ARCHIBALD ROBERTSON.

A precisely similar engagement was executed by Mooloo Manick Sumeanee of Dewarka, for which the Dewan of Kutch was security as above.

A precisely similar engagement (omitting Articles 3 and 4 and the Security Bond) was taken from Wagha Manick of Dhingay.

Also (omitting Article 3) from Kooer Meghrajee of Positra, for which the Chiefs of Bate and Dewarka were security as in following bond:—

Seal of Manumjee, son of Babjee.

TRANSLATION of a SECURITY BOND executed by KOOER BABJEE of BATE and MOOLOO MANICK of DEWARKA for the CHIEF of POSITRA.

I, Kooer Shree Babjee, by the agency of Suddaram Adekaree, and I, Mooloo Manick Sumeanee, in consequence of Positra, having concluded arrangements with the Honourable English Company similar to those of Bate and Dewarka, with a view to cause a due observance of these engagements, hereby become security, and if the Chief of Positra commit any aggression or theft, we are responsible for the same. Should the Positrawallah any way commit aggressions the whole of them (are on our necks) we are answerable for.

Dated Pous, Soodh 2nd, Sumwut 1864.

(Signed twice.)

SAHEE.

SAHEE.

PART II.

TREATIES, ENGAGEMENTS, AND SANADS

relating to the

TERRITORIES SUBORDINATE TO, OR IN POLITICAL RELATION WITH

the

LIEUTENANT-GOVERNORSHIP OF THE PUNJAB.

I.—DELHI.

DURING the disorders of Mir Jafar's first administration of Bengal, Muhammad Kuli Khan, Subadar of Allahabad, instigated by two powerful zamindars, Rajas Somdar Singh and Balwant Singh, formed the purpose of invading Bengal His kinsman the Nawab of Oudh joined in the design, and in order to give a colourable pretext to the invasion, the son of Alamgir II, who had fled from his father's court to Rohilkhand, and who was invested by the Emperor with the Subadari of Bengal, Behar, and Orissa, was put at the head of the exepdition.

Towards the close of the year 1758, the army advanced, under Kuli Khan and the prince, to Patna. But the Nawab of Oudh, who was following, treacherously seized the fort of Allahabad. Kuli Khan returned to repossess himself of his territory. He threw himself on the generosity of the Nawab, who immediately seized him and put him to death. Left thus unsupported, the prince agreed with Clive, who had advanced to Patna for the purpose of repelling the invasion, to withdraw across the Karamnasa on receiving a small sum for the supply of his immediate necessities.

In 1760 a second invasion was undertaken. In the meantime, the Emperor was murdered by his Wazir, and the intelligence of this reached the prince shortly after he had begun his march. He at once assumed the

title of Shah Alam, and conferred the office of Wazir on the Nawab of Oudh, in whose hands he was virtually a prisoner. The Imperial army was finally defeated in January 1761, and the Emperor, tired of his dependence on the Wazir of Oudh, joined the English camp. He was there met by Kasim Ali, who had been made Subadar of Bengal on the deposition of Mir Jafar, and who agreed to pay to the Emperor twenty-six lakhs of rupees a year, on condition of being confirmed in his office. After making an offer to the English of the Diwani of Bengal, Behar, and Orissa, the Emperor marched towards Delhi to take possession of his paternal throne. The Marathas had before this overrun Northern India and possessed themselves of Delhi, but they met with a disastrous defeat at Panipat from Ahmad Shah Abdali, who after proclaiming Shah Alam as Emperor of Hindustan and inviting him to Delhi, returned to Kabul. Want of money, and the opposition of Kasim Ali, prevented the English from fulfilling their intention of aiding Shah Alam in the recovery of his throne.

After his deposition and final defeat at Patna, Kasim Ali fled and claimed the protection of the Wazir of Oudh, who, with the Emperor, rather as a prisoner than as a monarch, was encamped at Allahabad, planning an expedition against Bundelkhand. The Wazir hoped, under the pretence of assisting Kasim Ali, to seize Bengal for himself, and a joint expedition across the Karamnasa was commenced. The army of the invaders was overthrown in the battle of Baxar on the 23rd October 1764; the Emperor detached himself from the expedition and joined the English camp, and the Wazir retreated to his own dominions. It was proposed to depose the Wazir, and put the Emperor in possession of his territories, with the exception of the country of Ghazipur and Benares, which the Emperor granted (No. XLIII) to the English. The arrangements thus made, however, were severely condemned by the Court of Directors as burdensome and profitless, and therefore, in 1765, the Wazir was restored to his dominions, with the exception of the districts of Allahabad and Kora, which were left in possession of the Emperor. The districts of Ghazipur and Benares were likewise restored. But the circumstances which led to this treaty, and to the subsequent acquisition of territory by the British Government in the Gangetic Doab, are more intimately connected with the history of Oudh (Vol. I, Part II) than of Delhi.

The Emperor Shah Alam continued to reside at Allahabad, but manifested great impatience to mount the throne at Delhi. The Marathas were, in the meantime, again overrunning upper India to re-establish the influence they lost at Panipat, and to punish the Rohillas for the assistance

they had given to Ahmad Shah Abdali. For the easier accomplishment of these objects, they undertook to replace Shah Alam on the throne, who, notwithstanding the dissuasions of the British Government, placed himself in their hands The Emperor was led into Delhi in all pomp on the 25th December 1771, but he was a mere puppet in the hands of the Marathas.

In 1773 the Marathas extorted from the Emperor a grant of the provinces of Allahabad and Kora, but the Imperial Deputy at Allahabad applied for leave to put them under British protection, as the King had been compelled, while a prisoner, to grant the sanads. The districts were, in the following year, sold to the Wazir of Oudh for fifty lakhs of rupees

The Emperor continued a mere State prisoner in the hands of the Marathas till 1803, when he was released by Lord Lake, and brought under the protection of the British Government. All the territories and resources assigned for his support by the Marathas were continued to him, and a pecuniary provision, fixed at Rs. 60,000, but afterwards increased to Rs. 1,00,000 a month, was granted in addition. Shah Alam died on the 19th November 1806, and was succeeded by Akbar Shah, who was succeeded in 1837 by his eldest son, Bahadur Shah. The movements of the King were confined to the neighbourhood of Delhi, and he was not allowed to confer titles, or to issue a currency; but he had the control of civil and criminal justice within the palace

When the mutiny of 1857 broke out, the mutineers in Delhi applied to the King, Bahadur Shah, to put himself at the head of the movement. At first his conduct was most vacillating, but he subsequently identified himself with the rebel cause After the fall of Delhi, he was captured and tried on the charges of, *1st*, aiding and abetting the mutiny of British troops; *2nd*, encouraging and assisting diverse persons in waging war against the British Government; *3rd*, assuming the sovereignty of India; *4th*, causing and being accessory to the murder of Christians The ex-King was convicted on each and all of the charges, and was removed to Rangoon, where he died on the 7th November 1862

During the rebellion in 1857, when communication between Delhi and Agra and Calcutta was for the most part cut off, the administration of the Delhi and Hissar territories was assumed by the Chief Commissioner of the Punjab, and after the restoration of peace these districts were finally put under the control of the Punjab Government In this territory there were several Chiefs who held the position rather of jagirdars than of Native

princes. They had been subjects of the Moghal, and after the overthrow of the Maratha power by Lord Lake, their Estates were either confirmed to, or conferred on, them by the British Government, in most cases as a reward for services rendered. These Chiefs were the Nawabs of Pataudi, Loharu, Dujana, Jhajjar, Dadri and Bahadurgarh, and Farrukhnagar, and the Raja of Ballabhgarh. The Chiefs of Jhajjar, Bhallabhgarh, and Farrukhnagar were executed, and their Estates were confiscated for rebellion in 1857. The Dadri and Bahadurgarh Estates were also confiscated, and the Chief was allowed a pension of Rs. 1,000 for his subsistence.

The Ballabhgarh Chief held no sanad of a hereditary nature from the British Government. The Dadri and Bahadurgarh territory originally formed part of Jhajjar, and is included in the Sanad (No. XLIV) granting that Estate.

1. PATAUDI.

The original grantee, Faiz Talab Khan, was brother of the Jhajjar Nawab, Najabat Ali Khan. He was severely wounded in an action with Holkar's troops, and for his services he was granted in 1806 (No. XLIV) the pargana of Pataudi in perpetual jagir. He died in 1829, and was succeeded by Akbar Ali Khan, who was succeeded in March 1862 by his son, Muhammad Taki Ali Khan. Muhammad Taki Ali Khan died in 1867, and was succeeded by his son, Muhammad Mukhtar Husain Ali Khan. Muhammad Mukhtar Husain Ali Khan died in March 1878, only three months after he had been entrusted with the management of the Estate, at the age of 22, leaving a son, Muhammad Mumtaz Husain Ali Khan, who succeeded him, being then about three and-a-half years of age. The Estate was administered during the minority of the Chief by a manager under the political superintendence of the Commissioner of the Delhi Division. Mumtaz Husain died in 1898 without issue, and was succeeded by a distant cousin, Nawab Muzaffar Ali Khan, who was born in 1863. T' powers of the Nawab are at present restricted, and the administration been placed under a manager appointed by Government.

The Chief of Pataudi received a sanad of adoption in March (No. XLV), assuring him that any succession to his Estate which legitimate according to Muhammadan law will be recognised

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in the meantime Nawab of Pataudi ceded to the British Governm influence they lost a portions of land lying within his State as

occupied, by the railways com

Rajputana-Malwa railway system, including the lands occupied as stations, outbuildings, and for other railway purposes. An Agreement to the same effect, in a revised form (No. XLVI), was obtained from the Nawab in 1901.

In 1894 approval was conveyed to an Agreement (No. XLVII) having effect from the 1st April 1892, between the British Government and the Pataudi State under which, in consideration of an annual payment of Rs. 414, the control of excise arrangements and the income derived from spirits, opium, and intoxicating drugs, in the Estate were transferred to the British Government for a period of five years. The arrangement was continued for a further period of five years in 1898, the annual payment being increased to Rs 650, and for another similar period from the 1st April 1903

Pataudi has an area of 52 square miles; the population, according to the census of 1901, was 21,933; and the gross revenue of the Estate is Rs. 85,557.

The military force consists (1905) of 1 unserviceable and 5 serviceable guns, 7 cavalry, and 35 infantry. The Nawab furnishes a contingent of 400 horse when required to do so.

The Estate is under the political superintendence of the Commissioner of the Delhi-Division. It is liable to the operation of the nazarana rules

2. LOHARU.

Ahmad Bakhsh Khan, the founder of this family, was a vakil of the Raja of Alwar, and for his services in the negotiations between Alwar and Lord Lake he received Loharu in perpetuity from the Raja, and the pargana of Firozpur in the Gurgaon district from Lord Lake, on condition of fidelity and military service (No XLVIII). The original grantee, Ahmad Bakhsh Khan, died in 1827, and was succeeded by his son, Shams-ud-din Khan, who was executed in 1835 for the murder of Mr Fraser, the Agent at Delhi. The Firozpur pargana was confiscated, and the Loharu pargana was made over to Amin-ud-din Khan and Zia-ud-din Khan, the two brothers of Shams-ud-din. Owing to disputes between the brothers the younger was deprived of all share in the management of the Estate, and a fixed allowance of Rs 18,000 a year was assigned to him.

In 1847 Zia-ud-din Khan preferred a claim, which was finally disallowed, to be entrusted with the management of the Estate, or to have half of it separated off to himself. These two brothers remained in Delhi

during the siege in 1857, and after the capture they were put under surveillance, but were eventually released and restored to their position.

The Chief of Loharu received a sanad of adoption in 1862 (No. XLV), assuring him that any succession to his Estate which may be legitimate according to Muhammadan law will be recognised and confirmed.

Amin-ud-din Khan died in December 1869, and was succeeded by his son, Ala-ud-din Ahmad Khan. Claims put forward by Zia-ud-din Khan to a right of management of the Estate were again negatived. In 1874 the title of Nawab was conferred by Sanad (No. XLIX) on the Chief of Loharu and his successors, on condition of faithful allegiance to the British Government.

Ala-ud-din Ahmad Khan by his extravagance involved the Estate in debt. In 1878 the Imperial Government granted a loan of Rs. 23,000, and in 1882 a further loan of Rs. 95,000, with which the Commissioner of Hissar settled the claims of all concerned. One of the conditions on which the second loan was granted by Government was that Ala-ud-din Ahmad Khan should live out of Loharu, the management of the Estate being vested in his eldest son as manager.

In 1883 the Government of India sanctioned the introduction of extradition rules between Loharu on the one hand, and Jaipur and Bikaner on the other, similar to those then in force between the Jaipur and Patiala States.

Ala-ud-din Ahmad Khan died on the 31st October 1884, and his eldest son, Amir-ud-din Ahmad Khan, then aged 24 years, succeeded him. Amir-ud-din Ahmad Khan was made a Knight Commander of the Indian Empire in 1897, and has served as an Additional Member of the Viceroy's Legislative Council, and as a Member of the Punjab Legislative Council. From 1893 to 1902 he was Superintendent of the Maler Kotla State. On the 1st January 1903 he was granted the right to a salute of 9 guns as a personal distinction.

The area of Loharu is 222 square miles; the gross revenue is about Rs. 66,000 a year; the population, according to the census of 1901, is 15,229.

The Chief keeps up (1905) a small force of 2 serviceable guns, 10 cavalry, 24 infantry, and 9 artillery men, and he is bound to furnish a contingent of 200 horse when required.

The Estate is under the political superintendence of the Commissioner of the Delhi Division. It is liable to the operation of the nazarana rules.

3 DUJANA.

The Estates of this Afghan family are held on condition of fidelity to the British Government, and military service when required The original grant was conferred on Abdus Samad Khan and his sons for life by Lord Lake, but on the 4th May 1806 the tenure was made perpetual by a Sanad of the Governor General (No. L), and several Estates in the Hariana territory were added The Hariana Estates were afterwards exchanged for the villages of Dujana and Mehrana in Rohtak. Abdus Samad Khan was succeeded in 1825 by his son, Dunde Khan, who was succeeded in 1850 by his eldest son, Hasan Ali Khan. Hasan Ali Khan died in 1867, and was succeeded by his son, Saadat Ali Khan, who died on the 15th October 1879, leaving an only son, Mumtaz Ali Khan, aged 15 years. Mumtaz Ali Khan attained his majority on the 7th December 1882, when he was invested with full powers

The Chief of Dujana received a sanad of adoption in 1862 (No. XLV), assuring him that any succession to his Estate which may be legitimate according to Muhammadan law will be recognised and confirmed.

In 1886 the Chief ceded to the British Government full jurisdiction over the land in his territory coming within the limits of the Rewari-Ferozepore railway, and in 1899 an agreement to the same effect (No LI) was obtained in a revised form from him

The area of Dujana is 100 square miles , the population, according to the census of 1901, is 24,174; the revenue amounts to Rs 77,170

The military force (1905) consists of 2 serviceable guns, 50 cavalry, 116 infantry, and 12 artillery men. The Nawab furnishes a contingent of 200 horse when required.

The Estate is under the political superintendence of the Commissioner of the Delhi Division.

No. XLIII.

PROPOSALS made by the KING SHAH AALUM, and enclosed in a letter from MAJOR HECTOR MUNRO to the PRESIDENT and COUNCIL at BENGAL, dated from the Camp at Benares, the 22nd of November 1764.

If this country is to be kept, put me in possession of it, and leave a small detachment of the troops with me, to show that I am protected by the English, and they shall be at my expense; that if any enemy come at any time against me, I will make such connections in the country, that, with my own troops, and the aforementioned small detachment, will defend the country, without any further assistance from the English, and I will pay them, of the revenues of the country, what sum they shall demand yearly. If the English will, contrary to their interest, make peace with the Vizier, I will go to Delhi; for I cannot think of returning again into the hands of a man who has used me so ill. I have no friends I depend on more than the English; their former behaviour to me will make me ever respect and regard them. Now is their time to be in possession of a country abounding with riches and treasure; I shall be satisfied with whatever share they please of it. The Rohillas were always enemies to the imperious Vizier. They are all my friends.

ARTICLES to be executed by the KING, enclosed in a letter from the PRESIDENT and COUNCIL at BENGAL to MAJOR HECTOR MUNRO, Commander-in-Chief of the Army, sent the 6th of December 1764.

In consideration of the assistance and fidelity of the English Company, which has freed us from the inconveniences we laboured under, and strengthened the foundations of the Empire which God has given us, we have been graciously pleased to grant to the English Company our Royal favours according to the following Articles, which shall remain firm both in present and in future.

As the English Company have been put to great expense and their affairs exposed to danger by the war which the Nabob Shujah-ul-Dowlah, unjustly, and contrary to our Royal pleasure, waged against them, we have therefore assigned to them the country of Ghauzepoor and the rest of the zemindarry of Bulwunt Sing, belonging to the Nizamut of the Nabob Shujah-ul-Dowlah: and the regulation, and government thereof, we have given to their disposal in the same manner as it was in the Nabob Shujah-ul-Dowlah's. The aforesaid Rajah having settled terms with the Chiefs of the English Company, is, according thereto, to pay the revenues to the Company; and the amount shall not belong to the books of the Royal revenue, but shall be expunged from them.

The army of the English Company, having joined our standard, shall ...untries belonging to ... revenues, excepting ... entire management

As the English Company will be at a further expense in putting us in possession of Illiabad and the rest of the Nizamut of the Nabob Shujah-ul-Dowlah, we will therefore, as we get possession, grant to them out of our treasury, such a proportion of the revenues as the exigencies of our affairs will admit of; and when we are put in full possession, we will reimburse the whole expenses of the Company in this business from the time of their joining our Royal standard.

FIRMAUND executed by the KING,—1764.

As the English Company have been put to great expense and their affairs exposed to danger by the war which the Nabob Shujah-ul-Dowlah, unjustly, and contrary to our Royal pleasure, waged against them, we have therefore assigned to them the country of Ghauzepoor, and the rest ...

Nabob Shujah-ul-Dowlah's. The aforesaid Rajah having settled terms with the Chiefs of the English Company is according thereto, to pay the revenues to the Company.

... hall ... to ... ing those of Rajah Bulwunt's zemindarry, shall be in our entire management and disposal.

It becomes the Company to show their grateful sense of our Royal favours, and to exert themselves to the utmost in the proper management and regulation of the country; to encourage and befriend our subjects, to punish the contentious, and expel the rebellious from their territories. They must use their best endeavours to promote the welfare of our people, the ryots, and other inhabitants; to prohibit the use of things of an intoxicating nature, and such as are forbidden by the Law of God; in driving out enemies, in deciding causes, and settling matters agreeably to the rules of Mahomed and the *Law of the Empire;* so that the inhabitants may apply themselves, with peace of mind and satisfaction, to the cultivation of the country, and the exercise of other their professions, and that the weak may not labour under oppression and violence. They will consider these as our strict injunctions.

Written on the 4th day of Rajeb, the 6th year of the reign, 29th December 1764.

No. XLIV.

Sunnud granted to Assudoo-Dowlah Nujaubut Alee Khan Bahadoor, dated 4th May 1806.

Adverting to the merit of your services and conduct, the Right Honourable General Lord Lake, Commander-in-Chief, assigned to you from the beginning of the Fussul Rubbee of 1213 Fussly year (corresponding with September 1805, A.D.) the undermentioned lands as a jaidad for a Risaleh and as a jaghire for your individual support, and that of your dependants, together with the whole of the land revenue and collections of customs, with an exception to such gardens and Ayma jaghires, punarth, and other rent-free lands, besides such daily allowances as have always been assigned (for charitable purposes), on condition that you shall not require the aid of the British Government, and that you settle your mehals properly with your own troops, and that in any season of exigency you furnish, on application, to the aid of the British Government, a force consisting of 400 horse, and that you always remain firm in your attachment to the British Government, and employ your exertions to promote its interests. The grant has now been confirmed to you by Government. In consideration of your approved attachment to the British interests, which has been made known by the communications of the Right Honourable the Commander-in-Chief, Government has been pleased to confer on you and your family, from generation to generation, a perpetual grant of those lands.

The British Government will never have any concern with the lands, and they will remain in your possession.

Impressed with a due sense of gratitude for this distinguished act of favour, you will always continue to manifest your attachment to the British Government, and your exertions to serve its interests, as involving your own happiness and welfare.

Schedule of the Lands comprehended in the Grant.

Land granted to Assudoo-Dowlah Nujaubut Allee Khan Bahadoor, together with the whole of the land revenue and sayer duties.

Jhujjur.	Kontee.
Badlee.	Naroul.
Kanoundh.	Bandul.

Ditto to Fyze Tullub Khan in jaghire.

Pattoudhee, together with the whole of the land revenue and sayer collections.

Ditto to Mohummud Ismael Allee Khan and Fyze Mohummud Khan.

As a jaidad for the Risalehs of Mohummud Ismael Allee Khan and Fyze Mohummud Khan, on condition that they prove their obedience to Nujaubut Allee Khan, as follows —

Dadree, including Bhodenahir and Jhaul
Boodhwanna.
In jaghire to Mohummud Ismael Allee Khan.
Bahaudurgurh.
In jaghire to Fyze Mohummud Khan
Pattoudhee.

Dated 4th May 1806, answering to the 14th of Suffer 1221 Hijeree year.

No. XLV.

ADOPTION SUNNUD granted to the NAWAB of PATOWDEE,—1862

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories, should be perpetuated, and the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any succession to your State which may be legitimate according to Mahomedan Law.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

Dated 5th March 1862. CANNING

NOTE —Similar Sanads were granted to the Nawabs of Loharu and Dujana.

No. XLVI.

AGREEMENT entered into by the RAIS of PATAUDI regarding the cession of jurisdiction over RAILWAY LANDS in the PATAUDI STATE,—1884 and 1901.

I, Nawab Muzaffar Ali Khan of Pataudi State, hereby cede to the British Government full and exclusive [illegible]

Seal. MUHAMMAD MUZAFFAR ALI KHAN,
Rais of Pataudi State.

No. XLVII.

AGREEMENT between the BRITISH GOVERNMENT and the NAWAB of PATAUDI, regarding the transfer to the former of the CONTROL of EXCISE ARRANGEMENTS and of the INCOME derived from the sale of SPIRITS, OPIUM, and INTOXICATING DRUGS in the PATAUDI STATE,—1892—1894.

This agreement between the British Government, hereinafter called the lessee on the one part, and Nawab Mohammad Mumtaz Hussain Khan, Manager of the Pataudi State, hereinafter called the lessor on the other part, is executed to secure to the lessee, in consideration of the payment hereinafter stipulated, the sole right of controlling the cultivation of the poppy and the manufacture and sale of fermented liquor, spirits, tari, opium, and intoxicating drugs, and of enjoying the revenue derived from such cultivation, manufacture or sale, during the period specified, throughout the hereditary territories of the lessor hereinafter called the Pataudi State.

In this agreement the words fermented liquor, spirits, tari, opium, and intoxicating drugs are used as defined in the laws and rules for the time being in force in the Punjab in regard to opium and excise.

It is agreed as follows :—

Firstly.—This agreement shall take effect from 1st April 1892, and shall continue in force for three years from that date or until such time as the British Government shall invest the Nawab with full powers in the Pataudi State.

Secondly.—This agreement shall be binding for the period above mentioned on the lessor and the lessee, and their representatives and assigns respectively.

Thirdly—While this agreement is in force, the laws and the rules in force for the time being in the Punjab with regard to the cultivation of the poppy and to the possession, manufacture, and sale of fermented liquor, spirits, tari, opium, and intoxicating drugs, and to the transport, import and export, of the same shall, *mutatis mutandis*, be enforced by the lessor, his representatives and assigns throughout the Pataudi State.

Fourthly.—It shall be competent to the Financial Commissioners of the Punjab and the Deputy Commissioner of Gurgaon during the currency of this agreement to exercise throughout the Pataudi State the powers conferred on the Chief Revenue authority and the Collector respectively, by the laws and rules referred to in the third article of this agreement.

Fifthly.—It shall be competent to any Excise Officer of the Gurgaon District authorized for this purpose by the Deputy Commissioner of Gurgaon during the currency of this agreement to exercise any of the powers at present conferred by Chapter VI of Act XXII of 1881 and by Sections 14 and 15 of Act I of 1878 throughout the Pataudi State.

Sixthly.—The Deputy Commissioner will, as far as possible, consider and give effect to the reasonable wishes of the lessor in regard to the number and position of shops for the retail vend of fermented liquor, spirits, tari, opium, and intoxicating drugs, and the number of persons to receive retail licenses.

Seventhly—That all offences against the laws and rules to be enforced in the Pataudi State in virtue of the third article of this agreement shall be tried by the Court of the State.

Eighthly.—That the lessor, his representatives and assigns will do their best to secure the observance of the laws and rules above referred to and to prevent breaches of them and all such acts and omissions as may tend to reduce the revenue from fermented liquor, spirits, tari, opium, and intoxicating drugs.

Ninthly.—While this agreement remains in force the lessee shall be entitled to receive and enjoy all [illegible] vation of poppy and the manufacture an [illegible] tari, opium, and intoxicating drugs thı [illegible]

Tenthly.—In consideration of the foregoing the lessee will pay annually to the lessor the sum of Rs. 414 (four hundred and fourteen) during the currency of the agreement.

MOHAMMAD MUMTAZ HUSSAIN KHAN,
Manager, Pataudi State.

H. GREY,
Commissioner and Superintendent,
Delhi Division.

The 29th August 1893.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India

W. J. CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 23rd April 1894

No. XLVIII.

TRANSLATION of a DRAFT of a PERWANNAH in favour of AHMED BUKSH, KHAN BAHADOOR, dated 4th May 1806

Adverting to the merit of your services and attachment to the British interests, the Right Honourable General Lord Lake, Commander-in-Chief,

conferred on you an istimraree (permanent) grant of the Mehals of Ferozepore, Jherkeh, and the Tuppahs Saungris, Botahanna, Nujhoor, and Nugeena, including the customs, as well as land revenue of them, excepting such gardens and ayma jaghire, punarthee, and other rent-free lands, as have been long disposed of, and other fixed and established daily allowances, etc., on condition that you require no aid from the British Government, and that you settle the affairs of the mehals with your own troops, and that you be charged with the expense of providing for the maintenance and support of Khanja Hanjee and other dependants of the late Mirza Nusseeroolla Beg Khan, and provided also that you furnish on occasions of exigency, to the aid of the British Government, a party of 50 troopers, and that you always remain steadfast in your attachment and good will to the British Government.

The British Government having become acquainted with your character and disposition, and with the merit of your services and attachment to its interests, from the communications of the Right Honourable the Commander-in-Chief, has now been pleased to reward those services by confirming to you and your heirs in perpetuity, from generation to generation, the whole of the mehals above mentioned, including both land revenue and the sayer duties, with the deductions and under the conditions however above specified, from the beginning of the Fussul Rubbee of 1213 Fuslee Era (answering to September 1805). From that time the British Government will have no concern whatever with those mehals, which will always remain in your possession, and that of your descendants; as those lands require the exercise of arbitrary power, no complaints will be received from the inhabitants of them.

Entertaining a proper sense of gratitude for this distinguished favour, you will continue to manifest attachment to the British Government, and your exertions to promote its interests.

In this consists your own advantage and welfare.

Dated 4th May 1806, answering to 14th of Suffer 1221 Hijree.

No. XLIX.

SUNNUD granted to ALLA-OOD-DEEN AHMED KHAN, CHIEF of LOHAROO,—1874.

On the recommendation of the Lieutenant-Governor of the Punjab, I hereby confer upon you and your heirs and successors, in the Chiefship of Loharoo, the title of Nawab, on condition of faithful allegiance to the British Government.

(Sd.) NORTHBROOK.

Dated 3rd August 1874.

NO. L.

TRANSLATION of a SUNNUD granted to ABDOOL SUMMUD KHAN, dated 4th May 1806.

Adverting to the merit of your past services and conduct, the Right Honourable General Lord Lake, Commander-in-Chief, assigned to you from the beginning of the Fussul Rubbee (spring crops) of 1213 Fuslee year, September 1805, A D, the undermentioned mehals as a jaidad, for entertaining a Risalah, and also for a personal jaghire for yourself, comprehending the whole of the land revenue and the collection of customs, with an
h, and other rent-
been assigned for
from the British
Government, and that you settle the affairs of your mehals with your own troops, and provided also, that in any season of exigency, you furnish, on application, to the aid of the British Government, a force consisting of 200 horse, and that you always continue to manifest your attachment to the British Government, and your zeal to serve its interests This grant has been confirmed to you by Government, who, sensible of the merit of your services and conduct, which have been made known to it by the communications of the Right Honourable the Commander-in-Chief, has been pleased to grant those lands to you and your heirs for ever. The British Government neither have, nor will have any concern with them whatever, but they will remain in your possession, and that of your posterity

Entertaining a due sense of gratitude for this distinguished mark of favor, you will continue steadfast in your attachment to the British Government, and in your exertions to serve its interests

In this consists your own advantage and welfare.

SCHEDULE OF LANDS in HURREANA, etc., as follows :—

Mehal of Hansi, with the Fort belonging to it.
„ of Hissar.
„ of Mohim
„ of Turshaum.
„ of Burwala.
„ of Bhawl.
„ of Jemalpore.
„ of Ugrora.

2 ditto comprehending Rohtuck, joined with Baree and Dobuldee.
Tuppas Bhode, Nahar, and Jhaul belonging to pergunnah Dadree.

Dated 4th May 1806, answering to the 24th Suffer 1221 Hijree year

No. LI.

AGREEMENT entered into by the NAWAB of DUJANA regarding the CESSION of JURISDICTION on that portion of the REWARI-FEROZEPORE RAILWAY which lies within the DUJANA STATE.

I, Muhammad Mumtaz Ali Khan, Nawab of Dujana, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Ferozepore Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

MUMTAZ ALI KHAN,
Nawab of Dujana.

Attested.

SIMLA;
The 26th August 1899.

H. C. FANSHAWE,
Political Superintendent.

II.—PUNJAB PROPER.

The sect of the Sikhs traces its origin to Nanak, a Hindu of the Kshatriya caste, who was born in A D 1469, at Talwandi, near Lahore. From his infancy he was given to religious meditation. In riper manhood he wandered into various countries, and returned to his home with his mind matured with reflection and travel to preach the unity of God and charity to men The new creed spread rapidly, but soon provoked the persecution of the Muhammadans. The cruelty with which the Sikhs were treated turned them, under Govind Singh their 10th and last Guru or teacher, from a band of religious devotees into a chosen religious and military commonwealth or "Khalsa" animated with undying hatred to the Musalmans

Guru Govind Singh waged an unequal war with the Emperors of Delhi. Frequently defeated and broken up, persecuted with inhuman cruelty, the Sikhs were driven to hide themselves in the valleys and caves of the hills from the fury of their enemies. Openly to profess their religion became a capital crime. The sect would soon have been exterminated had not the distractions of the empire, which followed the death of Aurangzeb, given them a breathing time from persecution.

Gradually the Sikhs emerged from their hiding places, and, gathering in small parties, established themselves in petty isolated forts Issuing from these, always well mounted, they scoured the country, burning and plundering, and giving infinite annoyance to the weak Muhammadan Governors of Lahore and Sirhind. After the return of Ahmad Shah Abdali to Kabul from his 5th invasion of India, in which he had broken the Maratha power in the decisive battle of Panipat, the Sikhs found themselves strong enough to possess themselves of the country round Lahore But they drew down the vengeance of Ahmad Shah, who, in 1762, returned to India, disastrously defeated them at Barnala near Ludhiana, and destroyed and polluted their sacred temple at Amritsar.

From this defeat the Sikhs soon recovered. In the following year they defeated the Afghan Governor of Sirhind, and spread themselves over the plains south and east of the Sutlej, as far as the Jumna. The eighth invasion of Ahmad Shah, which took place in 1767, ended in leaving the Sikhs masters of the country between the Jumna and Rawalpindi. Within three years their authority was extended over Jammu and the Rajputs of the lower hills.

The spread of the dominion of the Sikhs south of the Sutlej received a severe check from the Marathas, who, recovering from their disastrous overthrow at Panipat, again overran northern India. In 1788 Sindhia was in possession of Delhi, and by 1802 the Marathas had established their supremacy as far as the Sutlej, and exacted from the Sikh States to the south of that river a tribute of three lakhs of rupees. The Maratha power in the north was broken by Lord Lake in 1803. The Chiefs of Kaithal and Jind tendered their allegiance to Lord Lake, and rendered occasional service, and all the Chiefs of Sirhind became virtually dependents of the British Government. It was the policy of the day, however, to maintain a strict neutrality in regard to the affairs of the Chiefs north of the Jumna; and beyond establishing the Sikh Chiefs in the territories which they then held, and rewarding those who had done good service, the British Government did not interfere in their affairs till 1809, when the Sikh Chiefs threw themselves on its protection from the encroachments of Ranjit Singh.

The constitution of the Sikh Khalsa contained within itself elements of weakness and discord. The Sardars or Chiefs owned no subjection to each other. They were followed into the field by their relatives and dependents, and each seized for himself whatever territory he was strong enough to hold. The Chiefs, with their clansmen and retainers, associated themselves into Misls or confederacies of equals, twelve in number. Each Chief parcelled out the conquered lands among his followers, who held their portions in independence, bound only by considerations of mutual advantage and the general weal of the Misl. A bond between the confederacies was supplied in the solemn assembly of the whole Sikh people, which met every year at least once at Amritsar. There the council of Chiefs termed the "Gurumata" discussed affairs affecting the Khalsa or planned new expeditions.

Under such a system causes of quarrel were never wanting. The difficulties with which the Sikhs had to contend in their early struggle for existence kept them at first well together. But with success came dissensions, and the weak fell before the strong. One of the Sardars, who earliest raised himself to power and influence, was Maha Singh of the Sukarchakia Misl, one of the weakest and latest formed of the twelve clans. To him, on the 2nd November 1780, was born a son, Ranjit Singh, by his wife, a daughter of the Raja of Jind. During the invasion of Shah Zaman in 1798, Ranjit Singh rendered service to the Afghan monarch by recovering for him several pieces of artillery which had been lost in the

Jhelum, and he had the address to procure for himself the appointment of Governor of Lahore.

By force and artifice Ranjit Singh gained possession of the city, where he established himself, and whence, in concert with Fateh Singh Ahluwalia, and Mai Sadda Kaur, his mother-in-law, the virtual head of the powerful Kanhaya Misl, he soon extended his supremacy over the neighbouring Sardars between the Jhelum and the Sutlej, and meditated the extension of his authority beyond the Sutlej At the same time he was steadily labouring to bring under his dominion the scattered elements of the Sikh people, a task which was lightened by the mutual jealousies of the Sardars In 1803 he made proposals to Lord Lake for the transfer to the British Government of the territory belonging to the Sikhs south of the river Sutlej, on the condition of mutual defence against the respective enemies of himself and the British nation The offer was declined.

The year 1805 witnessed the extinction of the system of confederacies acting in grave matters jointly for the common benefit. In that year the last "Gurumata" was held, and thereafter the force of the Khalsa was directed by the will of one man In the same year Ranjit Singh was recalled from a campaign against the Muhammadans between the Chenab and the Indus, by the sudden appearance of Holkar in the Punjab, closely pursued by Lord Lake Disappointed in the hope of procuring assistance from Ranjit Singh, Holkar concluded a treaty with the British Government, and returned to Hindustan A treaty of friendship and alliance (No. LII) was at the same time concluded between the British Government on the one part and on the other Ranjit Singh and Sardar Fateh Singh Ahluwalia, his ally.

In 1806 Ranjit Singh began to lay his hands on the possessions of the Phulkian Misl on the left bank of the Sutlej His systematic aggression at last excited the alarm of the Sikhs of Sirhind, and in 1808 they sent a deputation, consisting of Raja Bhag Singh of Jind (Ranjit's uncle), Bhai Lal Singh of Kaithal, and Chain Singh, Diwan of Patiala, to beg the protection of the British Government The answer they received was such as to encourage their hopes, although it conveyed no formal assurance of protection

In the meantime, the prospect of a French invasion of India had induced the British Government to depute Mr. Metcalfe to the court of Ranjit Singh to establish a friendly alliance Towards the close of 1808, in consequence of acts of hostility committed by Ranjit Singh on the south of the Sutlej while negotiations were pending, Government determined to

comply with the wishes of the cis-Sutlej Chiefs, and Mr. Metcalfe was instructed to declare the country between the Sutlej and the Jumna under British protection. Mr. Metcalfe's mission resulted in the Treaty of Amritsar, of 25th April 1809 (No. LIII), by which the British Government agreed to have no concern with the territories and subjects of the Raja of Lahore to the north of the Sutlej, and Ranjit Singh agreed neither to commit nor suffer encroachments on the possessions or rights of the Chiefs to the south of that river. The Raja was guaranteed in the possession of the conquests made by him on the left of the Sutlej up to September 1808.

After the conclusion of this treaty, the intercourse of the British Government with the Lahore Darbar was, for many years, confined to the interchange of friendly letters and presents. Ranjit Singh was too prudent and far-seeing to give occasion of offence by a violation of his treaty engagements, and he confined his schemes of conquest to the direction of Multan, Kashmir, and Peshawar. By the close of 1811 he had occupied Kangra, and completed the absorption of the old confederacies trans-Sutlej. A battle in July 1813 between the Afghans and the Sikhs left Fort Attock in his hands. In the same year he extorted the Koh-i-Nur diamond from Shah Shuja, then a refugee at Lahore. In 1818 Multan was seized. In 1819 he took Kashmir. In 1823 he was at last successful in occupying Peshawar.

In 1831, when Lord William Bentinck visited Simla, Ranjit Singh sent a complimentary mission to him. Arrangements were made through the Political Agent at Ludhiana for an interview between His Lordship and the Maharaja of Lahore, which took place with great pomp in the month of October at Rupar. At Ranjit Singh's particular request an assurance (No. LIV) of perpetual friendship was executed and given to him on this occasion.

From this period the utmost cordiality prevailed between the British Government and the Lahore Darbar. In the following year a Treaty (No. LV) was concluded, to regulate the navigation of the Indus and the collection of duties on merchandise. The levy of duties on the value and quantity of the goods, however, gave rise to misunderstandings, and in November 1834, it was arranged by a supplementary Treaty (No. LVI) to substitute a toll, to be levied on all boats with whatever merchandise laden. Five years later, another Agreement (No. LVII) was made for the levy of duty on the merchandise at one place and not on the boats. A fourth Treaty (No. LVIII) for the regulation of these duties was made in 1840 with Maharaja Kharak Singh, the son and successor of Ranjit Singh.

In 1833, Shah Shuja, the ex-monarch of Kabul, who was living as a British pensioner at Ludhiana, undismayed by the failure of his previous attempts to recover his kingdom, resolved to make one more effort, and for this purpose he entered into a treaty* with Ranjit Singh, in which, in

* TRANSLATION of the TREATY concluded between MAHARAJA RANJIT SINGH and SHAH SHUJA-UL-MULK, dated the 12th of March 1834.

Preamble — Relations of friendship having been firmly established between Maharaja Ranjit Singh and Shah Shuja-ul-Mulk, so that there neither is nor ever shall be any alienation or difference of interest existing between them, they agree to adopt the following Articles in consideration of the terms of good will and friendship by which they are reciprocally actuated

1st.—Shah Shuja-ul-Mulk disclaims all title on the part of himself, his heirs, successors, and all the Saddozais, to whatever territories lying on either bank of the River

countries and places are considered to be the property and to form the estate of the Maharaja; the Shah neither has nor will have any concern with them. They belong to the Maharaja and his posterity from generation to generation.

2nd.—The people of the country on the other side of Khaibar will not be suffered to commit robberies or aggression or any disturbances on this side If any defaulter of either State, who has embezzled the revenue, take refuge in the territory of the other each party engages to surrender him.

3rd.—As agreeably to

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consideration of the assistance to be rendered by the Maharaja, he disclaimed all title to the territories in possession of the Maharaja on either side of the Indus. The Shah's expedition to Kabul ended in disaster, and he returned to his exile in Ludhiana, whence he was summoned in 1838 to make another effort for the re-establishment of his power. The supposed designs of Russia on Afghanistan, the preference shown by Dost Muhammad for a Russian alliance, and his invasion of the territories of Ranjit Singh, induced the British Government to adopt the cause of Shah Shuja. It is unnecessary to refer further to the policy and war of the British Government in Afghanistan than to state that their operations were preceded by a triparitite Treaty, dated the 25th July 1838 (No. LIX), between the British Government, Ranjit Singh, and Shah, Shuja, which renewed the provisions of the treaty of 1833 between the Shah and Ranjit Singh; bound the Shah, in the event of the attainment of his object, to pay two lakhs of rupees for the assistance of Ranjit Singh's troops; to give up claims to supremacy over Sind on condition of payment by the Amirs of a sum to be fixed by the British Government, of which fifteen lakhs should go to Ranjit Singh; not to attack or molest the ruler of

8th.—The Maharaja will yearly send to the Shah the following articles in the way of friendship :—55 pieces of shawls, 25 pieces of muslin, 11 dopattas, 5 pieces of kimkhabs, 5 scarves, 5 turbans, 55 loads of Bareh rice (peculiar to Peshawar).

9th.—Any of the Maharaja's officers who may be deputed to Afghanistan to purchase horses or on any other business, as well as those who may be sent by the Shah into the Punjab for the purpose of purchasing piece-goods or shawls, etc., to the amount of 11,000 rupees, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of their commission.

10th.—Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

11th.—In the event of the Shah taking an auxiliary force from the Maharaja, whatever booty may be acquired from the Barakzai, in jewels, horses, arms, great or small, shall equally be divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maharaja's troops, the Shah agrees to send a portion of it by his own Agent to the Maharaja in the way of friendship.

12th.—An exchange of missions charged with letters and presents shall constantly take place between the two parties.

13th.—Should the Maharaja require the aid of any of the Shah's troops, the Shah engages to send a force commanded by one of his principal officers; in like manner the Maharaja will furnish the Shah, when required, with an auxiliary force composed of Muhammadans and commanded by one of his principal officers as far as Kabul. When the Maharaja may go to Peshawar the Shah will depute a Shahzada to visit him, on which occasion the Maharaja will receive and dismiss him with the honour and consideration due to his rank and dignity.

14th.—The friends and enemies of the one shall be the friends and enemies of the other.

15th. —Both parties cordially agree to the foregoing Articles; there shall be no deviation from them. The present Treaty shall be considered binding for ever.

Herat; not to negotiate with foreign States without the consent of the British and Sikh Governments; and to oppose any power having the design of invading the British or Sikh territories. On the death of Shah Shuja, this treaty was considered to have become null and void.

Ranjit Singh died on the 27th June 1839 in his fifty-ninth year. This remarkable man, who was absolutely illiterate, had by intrigue and force and his own energy of character raised himself from being the head of one of the smallest of the Sikh clans to a kingdom which, at the time of his death, yielded a revenue of upwards of two and a half crores of rupees, covered an area of 14,000 square miles, and was garrisoned by a well drilled army of 82,000 men Within a few years after his death, the kingdom which he had created by his personal abilities fell to pieces under his successors.

He was succeeded by his son, Kharak Singh, who died on the 5th November 1840 Nao Nehal Singh, the only son of Kharak Singh, was killed when returning from his father's funeral Thereafter there followed a series of revolutions, by which the power passed successively into the hands of Chand Kaur, the mother of Nao Nehal Singh, his uncle Sher Singh, and lastly Dalip Singh, the reputed son of Ranjit Singh. These revolutions were effected with the aid of the army, which had now become thoroughly disorganised and mutinous

During the minority of Dalip Singh and the regency of his mother, all regular government was overthrown, and the Khalsa army became virtually the rulers of the country Military operations, as well as the attitude of the army towards the executive government of the country, were solely determined by their Panchayats or regimental committees. The army considered itself, and was regarded by others, as the representative body of the Sikh people, as the visible Khalsa and master of the commonwealth. To divert the attention of the army from domestic politics, they were led to resolve on a campaign across the Sutlej, a movement which for some time previous had been expected by the British Government. On the 17th November 1845 the Panchayat of the Khalsa resolved on war; and the resolution was approved by the Darbar. The Sikhs committed the first act of aggression in December 1845, by crossing the river near Firozpur and carrying off some camels On the 13th December the Governor-General issued a Proclamation (No LX), setting forth the views and objects of the British Government, and the unprovoked invasion of British territories by the Sikhs; *declaring the possessions of Maharaja Dalip* Singh on the left bank of the Sutlej confiscated and annexed to British

territories ; and calling on the protected Chiefs to co-operate cordially with the British Government against the common enemy. On the 18th December 1845 the first action was fought at Mudki. The battle of Firozshah followed three days later. On the 28th January 1846, the Sikhs were defeated at Aliwal. The Khalsa army received its final defeat in the battle of Sobraon on the 10th February 1846. On the 13th the whole British force crossed the Sutlej, and on the 14th a proclamation was issued, declaring that the occupation of the Punjab would not be relinquished till full atonement had been made for the breach of their treaty engagements by the Sikhs, and that the hill and plain districts between the Sutlej and the Beas would be annexed in part indemnity for the expenses of the war. On the night of the 15th a conference was held between Mr. Currie and Major Lawrence on behalf of the British Government, and Raja Gulab Singh, Diwan Dina Nath, and Fakir Nur-ud-din on behalf of the Sikhs, at which the preliminaries of a treaty were arranged. The Treaty (No. LXI) was signed at Lahore on the 9th March 1846. This treaty left the British Government in possession of the hills and plains east of the Beas, and of the hill countries between the Beas and the Indus, including Kashmir and Hazara; it regulated the strength and constitution of the Sikh army; gave the British Government the control over the Beas and the Sutlej as far as the Indus, and of the Indus to the borders of Baluchistan ; and made the British Government the arbiter in all disputes between the Lahore Darbar and neighbouring States. Two days later an Agreement (No. LXII) was made, by which Government left a force at Lahore for the protection of the Maharaja, and certain matters regarding the territories ceded by the treaty were specifically determined.

The Lahore Darbar being anxious for the assistance of the British Government to maintain the administration of the Lahore State during the minority of Dalip Singh, an Agreement (No. LXIII), known as the agreement of Bhyrowal, was concluded on the 16th December 1846, by which the treaty of the 9th March was temporarily modified ; a Resident was appointed at Lahore ; a council of regency, consisting of eight members, was established to conduct the government in consultation with the Resident ; and the country was occupied by a British force, to be paid for by the Lahore State.

Many of the Sikh Chiefs, who had been accustomed to revolution and excitement, were not satisfied with the arrangements for the pacification of the country and hardboured evil designs. The murder, on the 20th April 1848, of Mr. Vans-Agnew and Lieutenant Anderson at Multan, and the

revolt of its ex-governor, Mulraj, gave an opportunity for the development of a wide and dangerous conspiracy in the Sikh army, which had for some time existed, with a view to the re-establishment of the Khalsa independence. Sardar Chhatar Singh Atariwala raised the standard of rebellion in the north. Raja Sher Singh, his son, joined Mulraj, and proclaimed a religious war. He was followed in open rebellion by the great body of the Sikh army and the Sikh population which the Darbar were powerless to control. In October 1848 the British army crossed the Sutlej The indecisive battle of Chilianwala was fought on the 13th January 1849 But on the 22nd February 1849 the rebels were totally defeated in the decisive battle of Gujrat. This was followed by the surrender of the entire Sikh army, and the annexation of the Punjab to the British territories

On the 29th March 1849 an Agreement (No LXIV) was made with Maharaja Dalip Singh, whereby he resigned the sovereignty of the Punjab, receiving a pension from the British Government He shortly thereafter took up his residence permanently in England, which was his domicile down to 1886. He was gazetted to a personal salute of twenty-one guns for life in Her Majesty's Order in Council, dated the 26th June 1867 In the course of time the Maharaja became dissatisfied with the allowances made to him, which he declared to be less than those to which he was entitled under the agreement of 1849 He also put forward claims to certain estates, etc, in the Punjab, which he stated to have been his private property, and, therefore, not liable to confiscation under article 2 of the agreement Much was done from time to time by the grant of loans, etc, on easy terms to improve the Maharaja's position, which had become embarrassed owing to want of economy. The demands put forward by him, however, were quite inadmissible. Failing to obtain what he asked for, the Maharaja, accompanied by his wife and family, left London in March 1886 with the avowed object of resettling in India Before leaving England he had used menacing language, and had issued a seditious proclamation addressed to the Sikhs. He was detained at Aden by order of the Government, but was finally allowed to return to Europe, where, having resigned his pension, he lived first in France and afterwards in Russia.

In 1890, however, Maharaja Dalip Singh expressed regret for his past conduct and sued for Her Majesty's pardon, which was accorded on the understanding that he would in future remain obedient to the Queen and regulate his movements in conformity with the instructions of Her Government. The allowances which he had enjoyed up to 1886 were restored to him, the undrawn arrears being placed at his disposal. At the same time

the rate of interest payable on the debt owed by the Maharaja to Government was reduced.

The Maharaja died in October 1893, leaving five surviving children by his first wife and two by his second wife. Of these children the eldest, Prince Victor Dalip Singh, was born on the 10th July 1866, and was married on the 4th January 1898 to Lady Anne Coventry. The Prince, in addition to the money left to him by his father, drew an allowance of £8,000 a year from the Indian Government, and on his marriage this was increased to £10,000. Suitable provision has been made for the remaining members of the family. In 1903 the Prince having been declared to be bankrupt, judicial proceedings were instituted by the Trustee in the Bankruptcy of the Prince against the Secretary of State, claiming on behalf of the Prince:—(1) certain arrears of the pension granted to his father by the East India Company; (2) certain private property alleged to have belonged to his father; and (3) the full amount of the pension of £40,000 which was allowed to his father. The decision, on all three points, was in favour of the Secretary of State.

No. LII.

TREATY of FRIENDSHIP and AMITY between the HONORABLE EAST INDIA COMPANY and the SIRDARS RUNJEET SING and FUTTEH SING,—1806.

Sirdar Runjeet Sing and Sirdar Futteh Sing have consented to the following Articles of Agreement concluded by Lieutenant-Colonel John Malcolm, under the special authority of the Right Honourable Lord Lake, himself duly authorized by the Honourable Sir George Hilaro Barlow, Baronet, Governor General, and Sirdar Futteh Sing, as principal on the part of himself and plenipotentiary on the part of Runjeet Sing.

ARTICLE 1.

Sirdar Runjeet Sing and Sirdar Futteh Sing Aloowalla hereby agree that they will cause Jeswunt Rao Holkar to remove with his army to the distance of 30 coss from Amritsur immediately, and will never hereafter hold any further connection with him, or aid or assist him with troops, or in any other manner whatever; and they further agree that they will not in any way molest such of Jeswunt Rao Holkar's followers or troops as are desirous of returning to their homes in the Deccan, but, on the contrary, will render them every assistance in their power for carrying such intention into execution

ARTICLE 2.

The British Government hereby agrees that in case a pacification should not be effected between that Government and Jeswunt Rao Holkar, the British Army shall move from its present encampment on the banks of the River Beah as soon as Jeswunt Rao Holkar aforesaid shall have marched with his army to the distance of 30 coss from Amritsur; and that in any Treaty which may hereafter be concluded between the British Government [illegible] after the [illegible] ies of the [illegible] whatever injure or destroy such parts of the Sikh country as may lie in his route. [illegible] never enter the territories of the said Chieftains, nor will the British Government form any plans for the seizure or sequestration of their possessions or property.

Dated 1st January 1806, corresponding with 10th Shawul, 1220 H. E.

Seal of Runjeet Sing	Seal of Futteh Sing.

No. LIII.

TREATY with the RAJAH OF LAHORE,—*1809*.

Whereas certain differences which had arisen between the *British* Government and the Rajah of Lahore have been happily and amicably adjusted, and both parties being anxious to maintain the relations of perfect amity and concord, the following Articles of Treaty, which shall be binding on the heirs and successors of the two parties, have been concluded by Rajah Runjeet Sing on his own part, and by the agency of Charles Theophilus Metcalfe, Esquire, on the part of the British Government.

ARTICLE 1.

Perpetual friendship shall subsist between the British Government and the State of Lahore. The latter shall be considered, with respect to the former, to be on the footing of the most favoured powers; and the British Government will have no concern with the territories and subjects of the Rajah to the northward of the River Sutlej.

ARTICLE 2.

The Rajah will never maintain in the territory occupied by him and his dependants, on the left bank of the River Sutlej, more troops than are necessary for the internal duties of that territory, nor commit or suffer any encroachments on the possessions or rights of the Chiefs in its vicinity.

ARTICLE 3.

In the event of a violation of any of the preceding Articles, or of a departure from the rules of friendship on the part of either State, this Treaty shall be considered to be null and void.

ARTICLE 4.

This Treaty consisting of four Articles, having been settled and concluded at Amritsur, on the 25th day of April 1809, Mr. Charles Theophilus Metcalfe has delivered to the Rajah of Lahore a copy of the same, in English and Persian, under his seal and signature and the said Rajah has delivered another copy of the same, under his seal and signature; and Mr. Charles Theophilus Metcalfe engages to procure, within the space of two months, a copy of the same duly ratified by the Right Honourable the Governor-General in Council, on the receipt of which by the Rajah, the present Treaty shall be deemed complete and binding on both parties, and the copy of it now delivered to the Rajah shall be returned.

Seal and signature of
C. T. METCALFE.

Signature and seal of
RAJAH RUNJEET SING.

Company's Seal.

(Sd.) MINTO.

Ratified by the Governor-General in Council on the 30th May 1809.

No. LIV.

TRANSLATION of the PAPER delivered by the RIGHT HONORABLE the GOVERNOR-GENERAL to MAHARAJAH RUNJEET SING, on the evening of the 31st October 1831.

held with mirth and joy and mutual satisfaction; the rose buds of our hearts on both sides having expanded, and the garden of our sensations being in blossom from the exceeding joy and good feeling that prevailed. Of a truth the growing friendship and cordiality which subsisted between the two Durbars of exalted dignity have been watered and fostered by the hand of Providence, and by the showers of the Divine grace, so as to have reached a maturity and strength for which God be praised. Nevertheless, Your

of the existing
at all places.
be any differen
entrance. But
standing friendship shall, like the sun, shine glorious in history, and the reputation of it shall become a bye-word amongst the princes and rulers of

and those who envy their good fortune shall be downcast and repentant.

Hereafter all the gentlemen and authorities of the British Government [illegible] ist, as established
nd display to the
cordiality of the
two Governments.

These few lines have been committed to writing, as a testimony of [illegible]

(Sd.) W. C BENTINCK. | L. S. |

No. LV.

L. S.	Seal and signature of RUNJEET SING.

TREATY concluded between the EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH RUNJEET SING, the Ruler of the PUNJAB,—1832.

By the grace of God, the relations of firm alliance and indissoluble ties of friendship existing between the Honorable the East India Company and His Highness the Maha Rajah Runjeet Sing, founded on the auspicious Treaty formerly concluded by Sir C. T. Metcalfe, Baronet, and since confirmed in the written pledge of sincere amity presented by the Right Honorable Lord W. C. Bentinck, G.C.B. and G.C.H., Governor-General of British India, at the meeting at Rooper, are like the sun, clear and manifest to the whole world, and will continue unimpaired and increasing in strength from generation to generation. By virtue of these firmly established bonds of friendship, since the opening of the navigation of the Rivers Indus Proper (*i.e.*, Indus below the confluence of the Punjnud) and Sutlej, a measure deemed expedient by both States, with a view to promote the general interests of commerce, has lately been effected through the agency of Captain C. M. Wade, Political Agent at Loodianah, deputed by the Right Honorable the Governor-General for that purpose, the following Articles, explanatory of the conditions by which the said navigation is to be regulated, as concerns the nomination of Officers, the mode of collecting the duties, and the protection of the trade by that route, have been framed in order that the Officers of the two States employed in their execution may act accordingly.

ARTICLE 1.

The provision of the existing Treaty relative to the right bank of the River Sutlej and all its stipulations, together with the contents of the friendly pledge already mentioned, shall remain binding, and a strict regard to preserve the relations of friendship between the two States be the ruling principles of action. In accordance with that Treaty the Honorable Company has not nor will have any concern with the right bank of the River Sutlej.

ARTICLE 2.

The tariff which is to be established for the line of navigation in question is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, nor with the places fixed for their collection. They are to remain as heretofore.

ARTICLE 3.

Merchants frequenting the said route, while within the limits of the Maha Rajah's Government, are required to show a due regard to his authority as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the Sikhs.

ARTICLE 4.

Any one purposing to go by the said route, will intimate his intention [illegible] ly to a form [illegible] his journey. [illegible] right bank of [illegible] of the Maha [illegible] a passport [illegible] other parts on [illegible] to the Hon- [illegible]

also conform to the same rule, and not cross without the usual passports.

ARTICLE 5.

A tariff shall be established, exhibiting the rate of duties leviable on each description of merchandize, which, after having been approved by both Govenments, is to be the standard by which the Superintendents and Collectors of Customs are to be guided.

ARTICLE 6.

Merchants are invited to adopt the new route with perfect confidence; no one shall be suffered to molest them or unnecessarily to impede their progress; care being taken that they are only detained for the collection of the duties in the manner stipulated at the established stations.

ARTICLE 7.

The officers who are to be entrusted with the examination of the [illegible] t of Maha Rajah Runjeet Sing, [illegible] At no other places, but those [illegible] r be liable to examination [illegible] stoppage.

ARTICLE 8.

When the persons in charge of boats stop of their own accord to take in or give out cargo, the goods will be liable to the local transit duty of the Maha Rajah's Government previously to their being embarked, and subsequently to their being landed, as provided in Article 2.

ARTICLE 9.

The Superintendent stationed at Mithinkot having examined the cargo will levy the established duty, and grant a passport, with a written account of the cargo and freight. On the arrival of the boat at Herreeke, the Superintendent of that station will compare the passport with the cargo, and whatever goods are found in excess will be liable to the payment of the established duty; while the rest, having already paid duty at Mithinkot, will pass on free.

ARTICLE 10.

The same rule will be observed in respect to merchandize conveyed from Herreeke by way of the rivers towards Sindh.

ARTICLE 11.

Whatever may be fixed as the share of duties on the right bank of the River Sutlej in right of the Maha Rajah's own dominions, and of those in allegiance to him, the Maha Rajah's officers will collect it at the places appointed.

ARTICLE 12.

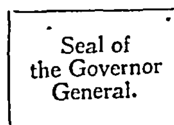
With regard to the security and safety of merchants who may adopt this route, the Maha Rajah's officers shall afford them every protection in their power, and merchants on halting for the night on either bank of the Sutlej, are required, with reference to the Treaty of friendship which exists between the two States, to give notice and to show their passports to the thanadar or officers in authority at the place, and request protection for themselves. If, notwithstanding this precaution, loss should at any time occur, a strict inquiry will be made, and reclamation sought from those who are blameable.

ARTICLE 13.

The Articles of the present Treaty for opening the navigation of the rivers above mentioned, having, agreeably to subsisting relations, been approved by the Right Honorable the Govornor-General, shall be carried into execution accordingly.

Dated at Lahore, the 26th of December 1832.

Seal and signature at the top.



(Sd.) W. C. BENTINCK.
" C. T. METCALFE.
" A. ROSS.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, this Thirteenth (13th) day of September, A.D. 1833.

(Sd.) W. H. MACNAGHTEN,
Secretary to the Government.

No. LVI.

SUPPLEMENTARY TREATY between the BRITISH GOVERNMENT and MAHA RAJAH RUNJEET SINGH, for establishing a toll on the Indus, dated 29th November 1834.

In conformity with the subsisting relations of friendship as established and confirmed by former Treaties between the Honorable the East India Company and His Highness Maha Rajah Runjeet Singh, and whereas in the 5th Article of the Treaty concluded at Lahore, on the 26th day of December 1832, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the Rivers Indus and Sutlej, the said Governments being now [illegible] of these countries [illegible] (*viz*., on the value and quantity of goods) could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, *determined to substitute* a *toll which shall be levied on all boats with* whatever merchandize laden; the following Articles have therefore been adopted as supplementary to the former treaty, and in conformity with them, each Government engages that the toll shall be levied, and its amount neither be increased nor diminished, except by mutual consent.

Seal of Runjeet Singh.

ARTICLE 1.

A toll of 570 Rupees shall be leived on all boats laden with merchandize in transit on the Rivers Indus and Sutlej, between the sea and Rooper, without reference to their size or to the weight or value of their cargo; the above toll to be divided among the different States in proportion to the extent of territory which they possess on the banks of these rivers.

ARTICLE 2

The portion of the above toll appertaining to the Lahore Chief, in right of his territory on both banks of these rivers, as determined in the subjoined scale, shall be levied opposite to Mithinkot on boats coming from the sea towards Rooper, and in the vicinity of Herree-ke-Pettin on boats going from Rooper towards the sea, and at no other place.

In right of territory on the right bank of the Rivers Indus and Sutlej, Rupees 155-4-0.	In right of territory on the left bank of the Rivers Indus and Sutlej, the Maha Rajah's share of Rupees 67-15-0.

ARTICLE 3.

In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation and the welfare

of the trade by the new route, a British officer will reside opposite to Mithinkot—and a native agent on the part of the British Government opposite to Herree-ke-Pettin. These officers will be subject to the orders of the British Agent at Loodeanah, and the Agents who may be appointed to reside at those places on the part of the other States concerned in the navigation, viz., Bhawulpore and Sindh, together with those of Lahore, will co-operate with them in the execution of their duties.

ARTICLE 4.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which formed no part of their cargoes, they are required, when taking out their passport, to produce an invoice of their cargo, which being duly authenticated, a copy of it will be annexed to their passports: and wherever their boats may be brought to for the night, they are required to give immediate notice to the thanadars or officers of the place, and to request protection for themselves; at the same time showing the passports they may have received at Mithinkot or Herree-ke, as the case may be.

ARTICLE 5.

Such parts of the 5th, 7th, 9th, and 10th Articles of the Treaty of the 26th of December 1832, as have reference to the fixing a duty on the value and quantity of merchandize, and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble the toll will be levied.

Seal of the Governor-General.

(Sd.) W. C. BENTINCK.
" W. BLUNT.
" A. ROSS.
" W. MORISON.

Ratified by the Right Honorable the Governor-General of India in Council, at Fort William in Bengal, this Twenty-Third day of January, A.D. 1835.

(Sd.) W. H. MACNAGHTEN,
Secretary to the Government of India.

No. LVII.

AGREEMENT entered into with the GOVERNMENT of LAHORE regarding the duties to be levied on the transit of Merchandize by the Rivers Sutlej and Indus in modification of the Supplementary Articles of the Treaty of 1832.

Dated 19th May 1839.

Objections having been urged against the levy of the same duty on a boat of a small as on one of a large size; and the merchants having solicited that the duties might be levied on the maundage or measurement of the boats or on the value of the goods: it is therefore agreed, that hereafter the whole duty shall be paid at one place, and either at Loodiana or Ferozepore,

or at Mithinkot and that the duty be levied on the merchandize, and not on the boats, as follows :—

Rates of duty leviable by Maha Rajah Runjeet Singh on merchandize navigating the Sutlej and the Indus.

Article	Vernacular name	Rs.	a	p
Shawl Goods		10	0	0
Opium		7	8	0
Indigo		2	8	0
Almonds				
Pishtashes				
Raisins, small and large				
Dry figs		1	0	0
Pine Kernel				
Sulphur				
Figs				
And other dried fruits				
Red dye (Rubia Munjeet)		0	8	0
Silk of all sorts, manufactured and otherwise.				
Broadcloth of every description		0	6	0
Velvet				
Satin				
Chintzes or figured Velveteen				
White Cotton Cloth of all sorts	Parcheb Suffyd, Raismanee, Hummah, Kissum			
Chintzes of all sorts	Aksam-i-Cheent			
Sugar	Sukurturee			
Molasses	Shukur Soorkh and Kund Seeah			
Clarified Butter	Roghunzurd			
Oil	Roghun Seeah			
Costus	Kooth	0	4	0
Sugarcandy	Nubat			
Gall	Hullelehzurd			
The emblic myrobalans	Amleh			
The bellerie myrobalans	Bulleleh			
Cotton	Pumbah			
Small Gall	Hulleleh Zungee			
Chestnut	Akhrot			
Anise Seed	Badeean			
Cichorium Endwia	*Kasnee*			
Melon Seed	Khunyaryn			
Turmeric	Zurd chob			
Ginger	Adruk			
A kind of Collyrium	Russout			
Aloes	Sibr			
Saffron	Zafran			
Catechu	Kutha			
Soapnut	Reetha			
The bark of the Birch Tree	Bhoj Puttur	0	4	0
Dry Ginger	Zunjbeel			
And other Groceries				
Cardamums, small and large	Illaechee Khoord and Kullan			
Seeds of cardamums *small and large*	Danah Illaechee			

Article	Vernacular name	Rs	a.	p.
Cinnabar or Vermillion	Shingurf			
Pellitory	Akurkurha			
Cloves	Kuruful			
Nutmeg	Jaeefal			
Mace	Javuttree			
Cinnamon	Darcheenee			
Dry Dates	Khoormai Khooshk			
Turbith Root	Toorbood			
Cocoanut	Naryeel	0	4	0
Asgundh	Asgundh			
Orpiment	Hurtal			
Bamboo Sugar	Tubasheer			
Armenian Earth	Gil-i-Armunnee			
Black Pepper	Filfil-i-Seeah			
Red ditto	Filfil-i-Durraz			
Gallnut	Mazoo			
Shells	Khurmohreh			
China Root	Chobcheenee			
Morinda Citrifolia	Aul			
Betel nut	Sooparee			
Tea	Chah			
All sorts of Glassware	Aksami Sheesheh allat			
Assafœtida	Angozeh			
B'dellium	Googul	0	4	0
Maeen	Maeen			
Collyrium	Soorma			
Alum	Phitkurree			
Mooltan Earth	Gil-i-Multanee			
Copper	Miss			
Tin	Kullee			
Quicksilver	Seemaub			
Lead	Soorb	0	2	0
Pewter	Just			
Brass	Birunjee			
Bell Metal	Roeen			
Articles of Iron*mongery*	Aksam-i-Ahum			
And other articles of Import from Bombay.				
Rice	Birunj			
Wheat	Gondaom			
Gram	Nukhood			
Maizes	Moth, Moongh, Mash, Adus	0	2	0
Barley	Jou			
Aniseed	Koonjud			
	Sursuf			
Indian Corn	Bajrah, Mukkee, Jowar			

Ahul Suhaee Runjeet Singh.

(True translation.)

(Sd.) GEORGE CLERK.

Approved by the Governor-General on the 12th June 1839.

No. LVIII.

Translation.

Treaty with Maha Rajah Khurruk Singh,—1840.

(Signed by Maha Rajah Khurruk Singh.)

Seal of Maha Rajah Khurruk Singh.

Formerly a Treaty was executed by the Right Honorable Lord William Cavendish Bentinck, the Governor-General of India, on the 14th of Poos, Sumbut 1889 (corresponding with A. D. 1832), through Colonel (then Captain) Wade, concerning the navigation of the Sutlej and the Scinde rivers in the Khalsa territory, in concurrence with the wishes of both the friendly and allied Governments. Another Treaty on the subject was subsequently executed through the same officer, in Sumbut 1891 (corresponding with A. D. 1834), fixing a duty on every mercantile boat, independent of the quantity of its freight, and the nature of its merchandize. A third Treaty was executed on this subject, in accordance with the wishes of both Governments, on the arrival of Mr. Clerk, Agent to the Governor-General, at the Durbar, in May 1839, adjusting the rate of duties on merchandize, according to quantity and kind; and although at the end of that document so much was specified as that the two high powers should after this never propose a rate below (less than) that specified, yet notwithstanding after this, when that gentleman came to the Khalsa Durbar at Amritsur, in Jeth, Sumbut 1897 (corresponding with May 1840), he explained the difficulties and inconvenience which seemed to result to trade under the system proposed last year, in consequence of the obstruction to boats for the purpose of search and the ignorance of traders, and the difficulty of adjusting duties according to the different kinds of articles freighted in the boats, and proposed to revise that system by fixing a scale, of duties proportionate to the measurement of boats, and not on the kind of commodities, if this arrangement should be approved of by both Governments. Having reported to his Government the circumstances of the case, he now drew up a Schedule of the rate of duties on the mercantile boats navigating the Rivers Scinde and Sutlej, and forwarded it for the consideration of this friendly Durbar. The Khalsa Government, therefore, with a due regard to the established alliance, having added a few sentences in accordance with the late Treaties and agreeably to what is already well understood, has signed and sealed the Schedule, and it shall never be at all liable to any contradiction, difference, change or alteration, without the concurrence and concert of both Governments, in consideration of mutual advantages, upon condition it does not interfere with the established custom duties at Amritsur, Lahore, and other inland places, or the other rivers in the Khalsa territory.

ARTICLE 1.

Grain, wood, and limestone will be free from duty.

ARTICLE 2.

With exception to the above, every commodity to pay duty according to the measurement of the boat

ARTICLE 3.

Duty ([illegible] and fifty mau [illegible] ot of the hills [illegible] Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana will be . . . . . Rs.		50

viz.

From the foot of the Hills to Ferozepore, or back .	20	
From——————to Bhawulpore, or back .	15	
From Bhawulpore to Mithenkote or Rojan or back .	15	
The whole trip, up or down	—	50
Duty on a boat above two hundred and fifty maunds, but not exceeding five hundred maunds, from the foot of the hills, Roopur or Loodiana, to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana, will be . . Rs.		100

viz.

From the foot of the hills to Ferozepore, or back .	40	
From Ferozepore to Bhawulpore, or back . .	30	
From Bhawulpore to Mithenkote or Rojan, or back .	30	
The whole trip, up or down	—	100
Duty on all boats above five hundred maunds will be . . . . Rs.		150

viz.

From the foot of the hills to Ferozepore, or back .	60	
From Ferozepore to Bhawulpore or back . .	45	
From Bhawulpore to Mithenkote or Rojan, or back .	45	
The whole trip, up or down	—	150

ARTICLE 4.

Boats to be classed 1, 2, or 3, and the same to be written on the boat, and every boat to be registered.

ARTICLE 5.

These duties on merchandize frequenting the Sutlej and Scinde, are not to interfere with the duties on the banks of other rivers, or with the established inland custom houses, throughout the Khalsa Territory, which will remain on their usual footing.

Dated 13th Assar, Sumbut 1897, corresponding with 27th June 1840.

(True translation.)

(Sd.) G. CLERK,
Agent to the Governor-General.

Approved by the Governor-General, 10th August 1840.

No. LIX.

TREATY between the BRITISH GOVERNMENT, MAHARAJAH RUNJEET SINGH and SHAH SHOOJAH-OOL-MOOLK,—1838.

Whereas a Treaty was formerly concluded between Maharajah Runjeet Singh and Shah Shoojah-ool-Moolk, consisting of fourteen Articles, exclusive of the preamble and the conclusion, and whereas the execution of the provisions of the said Treaty was suspended for certain reasons, and whereas at this time Mr. W. H. Macnaghten having been deputed by the Right Honourable George, Lord Auckland, G.C.B., Governor-General of India, to the presence of Maharajah Runjeet Singh, and vested with full powers to form a Treaty in a manner consistent with the friendly engagements subsisting between the two States, the Treaty aforesaid is revived and concluded with certain modifications and four new Articles have been added thereto, with the approbation of, and in concert with, the British Government, the provisions whereof, as contained in the following eighteen Articles, will be duly and faithfully observed.

ARTICLE 1ST.

Shah Shoojah-ool-Moolk disclaims all title on the part of himself, his heirs, successors and all the Suddozais to all the territories lying on either bank of the River Indus, that may be possessed by the Maharajah, *viz.*, Cashmere, including its limits E.W. N.S., together with the Fort of Attock, Chuch, Hezara, Khebel, Amb, with its dependencies on the left bank of the aforesaid river, and on the right bank Peshawur, with the Eusufzai Territory, Kheteks, Hisht Nagar, Meehnee Kohat, Hungoo, and all places dependent in Peshawur, as far as the Khyber Pass, Benno, the Viziri Territory, Dowr Tank, Gorang, Kalabagh and Kushalgher, with their dependent districts, Derah Ismail Khan and its dependency, together with Derah Ghazee Khan, Kot Mithan, Omarkote

and their dependent territory, Singher, Heren, Dajel, Hajeepore, Rajenpore, and the three Ketches, as well as Mankera with its district, and the province of Multan situated on the left bank These countries and places are considered to be the property and to form the estate of the Maharajah—the Shah neither has nor will have any concern with them They belong to the Maharajah and his posterity from generation to generation.

ARTICLE 2ND.

The people of the country on the other side of Khyber will not be suffered to commit robberies or aggressions, or any disturbances on this side If any defaulter of either State, who has embezzled the revenue, take refuge in the territory of the other, each party engages to surrender him, and no person shall obstruct the passage of the stream which issues out of the Khyber defile, and supplies the Fort of Futtehgurh with water, according to ancient usage.

ARTICLE 3RD.

As agreeably to the Treaty established between the British Government and the Maharajah, no one can cross from the left to the right bank of the Sutlej without a passport from the Maharajah, the same rule shall be observed regarding the passage of the Indus, whose waters join the Sutlej, and no one shall be allowed to cross the Indus without the Maharajah's permission.

ARTICLE 4TH.

[illegible]

Wade.

ARTICLE 5TH.

When the Shah shall have established his authority in Cabool and Candahar, he will annually send the Maharajah the following articles, *viz.*, 55 high-bred horses of approved colour and pleasant paces, 11 Persian scimitars, 7 Persian poignards, 25 good mules, fruits of various kinds, both dry and fresh, and sirdas or musk melons of a sweet and delicate flavour (to be sent throughout the year), by the way of Cabool River to Peshawur, grapes, pomegranates, apples, quinces, almonds, raisins, pistahs or chesnuts, an abundant supply of each, as well as pieces of satin of every colour, [illegible] d silver, and Persian carpets, [illegible] these articles the Shah will [illegible]

ARTICLE 6TH.

Each party shall address the other on terms of equality.

ARTICLE 7TH.

Merchants of Afghanistan, who will be desirous of trading to Lahore, Amritsur, or any other parts of the Maharajah's possessions, shall not be stopped or molested on their way; on the contrary, strict orders shall be issued to facilitate their intercourse, and the Maharajah engages to observe the same line of conduct on his part, in respect to traders who may wish to proceed to Afghanistan.

ARTICLE 8TH.

The Maharajah will yearly send to the Shah the following articles in the way of friendship, 55 pieces of shawls, 25 pieces of muslin, 11 dopattahs, 5 pieces of kinkhab, 5 scarves, 5 turbans, 55 loads of Bareh rice (peculiar to Peshawur).

ARTICLE 9TH.

Any of the Maharajah's officers who may be deputed to Afghanistan to purchase horses or on any other business, as well as those who may be sent by the Shah into the Punjab for the purpose of purchasing piece-goods or shawls, etc., to the amount of Rs. 11,000, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of these commissions.

ARTICLE 10TH.

Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

ARTICLE 11TH.

In the event of the Shah taking an auxiliary force from the Maharajah, whatever booty may be acquired from the Barakzais, in jewels, horses, arms, great and small, shall be equally divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maharajah's troops, the Shah agrees to send a portion of it by his own agent to the Maharajah in the way of friendship.

ARTICLE 12TH.

An exchange of missions charged with letters and presents shall constantly take place between the two parties.

ARTICLE 13TH.

Should the Maharajah require the aid of any of the Shah's troops "in furtherance of the objects contemplated by this Treaty," the Shah engages to send a force commanded by one of his principal officers; in like manner

the Maharajah will furnish the Shah, when required, with an auxiliary force composed of Mahomedans, and commanded by one of his principal officers as far as Cabool, in furtherance of the objects contemplated by this Treaty. When the Maharajah may go to Peshawur, the Shah will depute a Shahzadah to visit him, on which occasions the Maharajah will receive and dismiss him with the honour and consideration due to his rank and dignity.

ARTICLE 14TH.

The friends and enemies of each of the three high powers, that is to say, the British and Sikh Governments and Shah Shoojah-ool-Moolk, shall be the friends and enemies of all.

ARTICLE 15TH.

Shah Shoojah-ool-Moolk engages, after the attainment of his object, to pay without fail to the Maharajah the sum of two lakhs of Rupees of the Nanuk-shahie or Kuldar currency, calculating from the date on which the Sikh troops may be despatched for the purpose of reinstating His Majesty in Cabool in consideration of the Maharajah's stationing a force of not less than 5,000 men, Cavalry and Infantry, of the Mahomedan persuasion, within the limits of the Peshawur Territory, for the support of the Shah, and to be sent to the aid of His Majesty, whenever the British Government, in concert and counsel with the Maharajah, shall deem their aid *necessary; and when any matter of great importance* may arise to the westward, such measures will be adopted with regard to it as may seem expedient and [illegible] the event of t[illegible] a deduction [illegible] which such aid [illegible] responsible for the punctual payment of the above sum annually to the Maharajah so long as the provisions of this Treaty are duly observed.

ARTICLE 16TH.

Shah Shoojah-ool-Moolk agrees to relinquish for himself, his heirs and successors all claims of supremacy and arrears of tribute over the country now held by the Ameers of Sinde (and which will continue to belong to the Ameers and successors in perpetuity), on condition of the payment to him by the Ameers of such a sum as may be determined under the mediation of [illegible] such payment being made over by [illegible] these payments being completed, [illegible] March 1833 will be considered cancelled, and the customary interchange of letters and suitable presents between the Maharajah and the Ameers of Sinde shall be maintained as heretofore.

ARTICLE 17TH.

When Shah Shoojah-ool-Moolk shall have succeeded in establishing his authority in Afghanistan, he shall not attack or molest his nephew, the ruler of Herat, in the possession of the territories now subject to his Government.

ARTICLE 18TH.

Shah Shoojah-ool-Moolk binds himself, his heirs and successors to refrain from entering into negotiations with any Foreign State, without the knowledge and consent of the British and Sikh Governments, and to oppose any power having the design to invade the British or Sikh territories by force of arms to the utmost of his ability.

The three powers, parties to this Treaty, *viz.*, the British Government, Maharajah Runjeet Singh, and Shah Shoojah-ool-Moolk, cordially agree to the foregoing articles. There shall be no deviation from them, and in that case the present Treaty shall be considered binding for ever, and this Treaty shall come into operation from and after the date on which the seals and signatures of the three contracting parties shall have been affixed thereto.

Done at Lahore, this 26th day of June in the year of Our Lord 1838, corresponding with the 15th of the month of Asarh 1895—Era of Bikarmajit.

Signed and sealed this 25th day of July, in the year A. D. 1838 at Simla.

(Sd.) AUCKLAND.

Seal of the Governor General.	Seal and signature of Runjeet Singh.	Seal and signature of Shah Soojah-ool-Moolk.

No. LX.

PROCLAMATION by the RIGHT HONORABLE the GOVERNOR-GENERAL OF INDIA,—1845.

The British Government has ever been on terms of friendship with that of the Punjab.

In the year 1809, a Treaty of amity and concord was concluded between the British Government and the late Maharajah Runjeet Singh, the conditions of which have always been faithfully observed by the British Government, and were scrupulously fulfilled by the late Maharajah.

The same friendly relations have been maintained with the successors of Maharajah Runjeet Singh by the British Government up to the present time.

Since the death of the late Maharajah Shere Singh, the disorganised state of the Lahore Government has made it incumbent on the Governor-General in Council to adopt precautionary measures for the protection of the British Frontier. The nature of these measures and the cause of their adoption were at the time fully explained to the Lahore Durbar.

[illegible] desire to maintain the relations of amity and concord which had so long existed between the two States for the mutual interests and happiness of both. He has shown on every occasion the utmost forbearance from consideration to the helpless state of the infant Maharajah Dulleep Singh, whom the British Government had recognised as the successor to the late Maharajah Shere Singh.

The Governor-General in Council sincerely desired to see a strong Seikh Government re-established in the Punjab, able to control its army, and to protect its subjects. He had not, up to the present moment, abandoned the hope of seeing that important object effected by the patriotic efforts of the Chiefs and people of that country.

The Seikh Army recently marched from Lahore towards the British Frontier, as it was alleged by the orders of the Durbar, for the purpose of invading the British Territory.

The Governor-General's Agent, by direction of the Governor-General, demanded an explanatior [illegible]

When no reply was given to the repeated demand for explanation, and while active military preparations were continued at Lahore, the Governor-General considered it necessary to order the advance of troops towards the Frontier to reinforce the Frontier posts.

The Seikh Army has now, without a shadow of provocation, invaded the British Territories

The Governor-General must therefore take measures for effectually protecting the British Provinces, for vindicating the authority of the British Government, and for punishing the violators of treaties and the disturbers of the public peace.

[illegible] declares the possessions of Maharajah [illegible] bank of the Sutlej confiscated and [illegible]

The Governor-General [illegible] zemindars, and tenants in the said [illegible] now pursue, evince their fidelity to the British Government.

The Governor-General hereby calls upon all the Chiefs and Sirdars in the protected territories to co-operate cordially with the British Government for the punishment of the common enemy, and for the maintenance of order in these States. Those of the Chiefs who show alacrity and fidelity in the discharge of this duty, which they owe to the protecting power, will find their interests promoted thereby, and those who take a contrary course will be treated as enemies to the British Government, and will be punished accordingly.

The inhabitants of all the territories on the left bank of the Sutlej are hereby directed to abide peaceably in their respective villages, where they will receive efficient protection by the British Government. All parties of men found in armed bands, who can give no satisfactory account of their proceedings, will be treated as disturbers of the public peace.

All subjects of the British Government and those who possess estates on both sides the River Sutlej, who by their faithful adherence to the British Government, may be liable to sustain loss, shall be indemnified and secured in all their just rights and privileges.

On the other hand, all subjects of the British Government, who shall continue in the service of the Lahore State, and who disobey this Proclamation by not immediately returning to their allegiance, will be liable to have their property on this side the Sutlej confiscated, and declared to be aliens and enemies of the British Government.

By order of the Right Honorable the Governor-General of India.

(Sd.) F. CURRIE,
Secretary to the Govt. of India,
with the Governor-General.

CAMP LUSHKURREE KHAN KE SERAI,
The 13th December 1845.

NO. LXI.

TREATY between the BRITISH GOVERNMENT and the STATE OF LAHORE,—1846.

Whereas the treaty of amity and concord, which was concluded between the British Government and the late Maharajah Runjeet Sing, the Ruler of Lahore, in 1809, was broken by the unprovoked aggression, on the British Provinces, of the Sikh Army, in December last; and Whereas, on that occasion, by the Proclamation, dated 13th December, the territories then in the occupation of the Maharajah of Lahore, on the left or British bank of the River Sutlej, were confiscated and annexed to the British Provinces; and

since that time hostile operations have been prosecuted by the two Governments, the one against the other, which have resulted in the occupation of Lahore by the British troops; and Whereas it has been determined that, upon certain conditions, peace shall be re-established between the two Governments, the following treaty of peace between the Honorable English East India Company and Maharajah Dhuleep Sing Bahadoor, and his children, heirs and successors, has been concluded on the part of the Honorable Company by Frederick Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence, by virtue of full powers to that effect vested in them by the Right Hon'ble Sir Henry Hardinge, G C B, one of Her Britannic Majesty's Most Honorable Privy Council, Governor-General, appointed by the Honorable Company to direct and control all their affairs in the East Indies, and on the part of His Highness Maharajah Dhuleep Sing by Bhaee Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chuttur Sing Attareewalla, Sirdar Runjore Sing Majeethia, Dewan Deena Nath and Fakeer Nooroodeen, vested with full powers and authority on the part of His Highness.

ARTICLE 1.

There shall be perpetual peace and friendship between the British Government on the one part, and Maharajah Dhuleep Sing, his heirs and successors on the other.

ARTICLE 2

The Maharajah of Lahore renounces for himself, his heirs and successors, all claim to, or connection with, the territories lying to the south of the River Sutlej, and engages never to have any concern with those territories or the inhabitants thereof.

ARTICLE 3.

The Maharajah cedes to the Honorable Company, in perpetual sovereignty, all his forts, territories and rights in the Doab or country, hill and plain, situated between the Rivers Beas and Sutlej.

ARTICLE 4.

The British Government having demanded from the Lahore State, as indemnification for the expenses of the war, in addition to the cession of territory described in Article 3, payment of one and half crore of Rupees, and the Lahore Government, being unable to pay the whole of this sum at this time, or to give security satisfactory to the British Government for its eventual payment, the Maharajah cedes to the Honorable Company, in per-

Hazarah,

Article 5.

The Maharajah will pay to the British Government the sum of 50 lakhs of Rupees on or before the ratification of this Treaty.

Article 6.

The Maharajah engages to disband the mutinous troops of the Lahore Army, taking from them their arms—and His Highness agrees to re-organize the Regular or Aeen Regiments of Infantry, upon the system, and according to the Regulations as to pay and allowances, observed in the time of the late Maharajah Runjeet Sing. The Maharajah further engages to pay up all arrears to the soldiers that are discharged, under the provisions of this Article.

Article 7.

The Regular Army of the Lahore State shall henceforth be limited to 25 Battalions of Infantry, consisting of 800 bayonets each—with twelve thousand cavalry—this number at no time to be exceeded without the concurrence of the British Government. Should it be necessary at any time—for any special cause—that this force should be increased, the cause shall be fully explained to the British Government, and when the special necessity shall have passed, the regular troops shall be again reduced to the standard specified in the former clause of this Article.

Article 8.

The Maharajah will surrender to the British Government all the guns—thirty-six in number—which have been pointed against the British Troops—and which, having been pla[illegible] on the right bank of the River Sutlej, were not captured at the Battle [illegible] aon.

The control of the Riv[illegible] ... e continuations of the
latter [illegible] er, commonly calle[illegible] ... , to the confluence
[illegible] at Mithunkote ... from Mithunkot[illegible]
[illegible] of Beloochista[illegible] ... ferries, rest[illegible]
the [illegible] nment. Th[illegible] ... l not int[illegible]
wi[illegible] boats bel[illegible] ... nt on th[illegible]
river [illegible] ses of tra[illegible] ... ngers
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ively, [illegible] ghats of ... t th[illegible]
Govern[illegible] in ... d
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of Bhaw[illegible]

ARTICLE 10.

If the British Government should, at any time, desire to pass troops through the territories of His Highness the Maharajah, for the protection of the British Territories, or those of their Allies, the British Troops shall, on such special occasion, due notice being given, be allowed to pass through the Lahore Territories In such case the Officers of the Lahore State will afford facilities in providing supplies and boats for the passage of rivers, and the British Government will pay the full price of all such provisions and boats, and will make fair compensation for all private property that may be endamaged The British Government will, moreover, observe all due consideration to the religious feelings of the inhabitants of those tracts through which the army may pass

ARTICLE 11

The Maharajah engages never to take or to retain in his service any British subject—nor the subject of any European or American State—without the consent of the British Government

ARTICLE 12

In consideration of the services rendered by Rajah Golab Sing, of Jummoo, to the Lahore State, towards procuring the restoration of the relations of amity between the Lahore and British Governments the Maharajah [illegible]

British Government, with the dependencies thereof, which may have been in the Rajah's possession since the time of the late Maharajah Khurruck Sing, and the British Government, in consideration of the good conduct of Rajah Golab Sing, also agrees to recognize his independence in such territories, and to admit him to the privileges of a separate Treaty with the British Government.

ARTICLE 13.

In the event of any dispute or difference arising between the Lahore State and Rajah Golab Sing the same shall be referred to the arbitration of the British Government, and by its decision the Maharajah engages to abide.

ARTICLE 14.

The limits of the Lahore Territories shall not be, at any time, changed without the concurrence of the British Government

ARTICLE 15.

The British Government will not exercise any interference in the internal administration of the Lahore State—but in all cases or questions which may be referred to the British Government, the Governor-General will give the aid of his advice and good offices for the furtherance of the interests of the Lahore Government,

ARTICLE 16.

The subjects of either State shall, on visiting the territories of the other, be on the footing of the subjects of the most favoured nation.

This Treaty, consisting of sixteen articles, has been this day settled by Frederick Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence acting under the directions of the Right Hon'ble Sir Henry Hardinge, G.C.B., Governor-General, on the part of the British Government, and by Bhaee Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chuttur Sing Attareewalla, Sirdar Runjore Sing Majeethia, Dewan Deena Nath, and Fuqueer Nooroodeen, on the part of the Maharajah Dhuleep Sing, and the said Treaty has been this day ratified by the seal of the Right Hon'ble Sir Henry Hardinge, G.C.B., Governor-General, and by that of His Highness Maharajah Dhuleep Sing.

Done at Lahore, this ninth day of March, in the year of Our Lord one thousand eight hundred and forty-six, corresponding with the 10th day of Rubbee-ool-awul, 1262 Hijree, and ratified on the same date.

(Sd.) H. HARDINGE. [L. S.]

(Sd.) MAHARAJAH DHULEEP SING. [L. S.]
" BHAEE RAM SING. [L. S.]
" RAJAH LAL SING. [L. S.]
" SIRDAR TEJ SING. [L. S.]
" SIRDAR CHUTTUR SING ATTAREEWALLA. [L. S.]
" SIRDAR RUNJORE SING MAJEETHIA. [L. S.]
" DEWAN DEENA NATH. [L. S.]
" FUQUEER NOOROODDEEN. [L. S.]

No. LXII.

ARTICLES OF AGREEMENT concluded between the BRITISH GOVERNMENT and the LAHORE DURBAR on the 11th March 1846.

Whereas the Lahore Government has solicited the Governor-General to leave a British Force at Lahore, for the protection of the Maharajah's person and of the Capital, till the reorganization of the Lahore Army, according to the provisions of Article 6 of the Treaty of Lahore, dated the 9th instant; and Whereas the Governor-General has, on certain conditions, consented to the measure; and Whereas it is expedient that certain matters concerning the territories ceded by Articles 3 and 4 of the aforesaid Treaty should be specifically determined, the following eight Articles of Agreement have this day been concluded between the aforementioned contracting parties.

ARTICLE 1.

The British Government shall leave at Lahore, till the close of the current year, A D 1846, such force as shall seem to the Governor-General adequate for the purpose of protecting the person of the Maharajah and the inhabitants of the City of Lahore, during the re-organization of the Sikh Army, in accordance with the provisions of Article 6 of the Treaty of Lahore. That force to be withdrawn at any convenient time before the expiration of the year, if the object to be fulfilled shall, in the opinion of the Durbar, have been attained—but the force shall not be detained at Lahore beyond the expiration of the current year.

ARTICLE 2.

The Lahore Government agrees that the force left at Lahore for the purpose specified in the foregoing Article, shall be placed in full possession of the Fort and the City of Lahore, and that the Lahore troops shall be removed from within the City The Lahore Government engages to furnish convenient quarters for the officers and men of the said force and to pay to the British Government all the extra expenses in regard to the said force, which may be incurred by the British Government, in consequence of the troops being employed away from their own Cantonments and in a Foreign Territory.

ARTICLE 3.

The Lahore Government engages to apply itself immediately and earnestly to the reorganization of its army according to the prescribed conditions, and to communicate fully with the British authorities left at Lahore, as to the progress of such reorganization, and as to the location of the troops.

ARTICLE 4.

If the Lahore Government fails in the performance of the conditions of the foregoing Article, the British Government shall be at liberty to withdraw the force from Lahore at any time before the expiration of the period specified in Article 1.

ARTICLE 5.

The British Government agrees to respect the *bonâ fide* rights of those jaghiredars, within the territories ceded by Articles 3 and 4 of the Treaty of Lahore, [illegible]
Maharajahs
Government
during their lives.

ARTICLE 6.

The Lahore Government shall receive the assistance of the British Local Authorities in recovering the arrears of revenue justly due to the

Lahore Government from the kardas and managers in the territories ceded by the provisions of Articles 3 and 4 of the Treaty of Lahore, to the close of the khureef harvest of the current year, *viz.*, 1902 of the Sumbut bikramajeet.

ARTICLE 7.

The Lahore Government shall be at liberty to remove, from the forts, in the territories specified in the foregoing Article, all treasure and State property, with the exception of guns. Should, however, the British Government desire to retain any part of the said property, they shall be at liberty to do so, paying for the same at a fair valuation, and the British officers shall give their assistance to the Lahore Government in disposing on the spot of such part of the aforesaid property as the Lahore Government may not wish to remove, and the British Officers may not desire to retain.

ARTICLE 8.

Commissioners shall be immediately appointed by the two Governments to settle and lay down the boundary between the two States, as defined by Article 4 of the Treaty of Lahore, dated March 9th, 1846.

(Sd.) H. HARDINGE. [L. S.]

(Sd.) MAHARAJAH DHULEEP SING. [L. S.]
" BHAEE RAM SING. [L. S.]
" RAJAH LAL SING. [L. S.]
" SIRDAR TEJ SING. [L. S.]
" SIRDAR CHUTTUR SING ATTAREEWALLA. [L. S.]
" SIRDAR RUNJORE SING MAJEETHIA. [L. S.]
" DEWAN DEENA NATH. [L. S.]
" FUQUEER NOOROODDEEN. [L. S.]

NO. LXIII.

ARTICLES OF AGREEMENT concluded between the BRITISH GOVERNMENT and the LAHORE DURBAR on the 16th December 1846.

Whereas the Lahore Durbar and the principal Chiefs and Sirdars of the State have in express terms communicated to the British Government their anxious desire that the Governor-General should give his aid and assistance to maintain the administration of the Lahore State during the minority of Maharajah Dulleep Sing, and have declared this measure to be indispensable for the maintenance of the Government; and whereas the Governor-General has, under certain conditions, consented to give the aid

in modifica-
11th March
vernment by
Frederick Currie, Esquire, Secretary to Government of India, and Lieutenant-Colonel Henry Montgomery Lawrence, C.B., Agent to the Governor-General, North-West Frontier, by virtue of full powers to that effect vested in them by the Right Hon'ble Viscount Hardinge, G.C.B., Governor-General, and on the part of His Highness Maharajah Dulleep Sing, by Sirdar Tej Sing, Sirdar Shere Sing, Dewan Dena Nath, Fukeer Nooroodeen, Rai Kishen Chund, Sirdar Runjore Sing Majethea, Sirdar Utter Sing Kaleewalla, Bhaee Nidhan Sing, Sirdar Khan Sing Majethea, Sirdar Shumshere Sing, Sirdar Lall Sing Morarea, Sirdar Kher Sing Sindhanwalla, Sirdar Urjun Sing Rungrungalea; acting with the unanimous consent and concurrence of the Chiefs and Sirdars of the State assembled at Lahore.

ARTICLE 1.

All and every part of the Treaty of peace between the British Government and the State of Lahore, bearing date the 9th day of March 1846, except in so far as it may be temporarily modified in respect to Clause 15 of the said Treaty by this engagement, shall remain binding upon the two Governments.

ARTICLE 2.

A British Officer, with an efficient establishment of assistants, shall be appointed by the Governor-General to remain at Lahore, which officer shall have full authority to direct and control all matters in every Department of the State.

ARTICLE 3.

Every attention shall be paid in conducting the administration to the feelings of the people, to preserving the national institutions and customs, and to maintaining the just rights of all classes.

ARTICLE 4.

Changes in the mode and details of administration shall not be made
n the fore-
overnment.
who shall
omposed of
leading Chiefs and Sirdars acting under the control and guidance of the British Resident.

ARTICLE 5.

The following persons shall in the first instance constitute the Council of Regency, *viz.*, Sirdar Tej Sing, Sirdar Shere Sing Attareewalla, Dewan

Dena Nath, Fukeer Nooroodeen, Sirdar Runjore Sing Majethea, Bhaee Nidhan Sing, Sirdar Utter Sing Kaleewalla, Sirdar Shumshere Sing Sindhanwalla, and no change shall be made in the persons thus nominated, without the consent of the British Resident, acting under the orders of the Governor-General.

ARTICLE 6.

The administration of the country shall be conducted by this Council of Regency in such manner as may be determined on by themselves in consultation with the British Resident, who shall have full authority to direct and control the duties of every department.

ARTICLE 7.

A British Force of such strength and numbers, and in such positions as the Governor-General may think fit, shall remain at Lahore for the protection of the Maharajah and the preservation of the peace of the country.

ARTICLE 8.

The Governor-General shall be at liberty to occupy with British soldiers any fort or military post in the Lahore Territories, the occupation of which may be deemed necessary by the British Government, for the security of the capital or for maintaining the peace of the country.

ARTICLE 9.

The Lahore State shall pay to the British Government twenty-two lakhs of new Nanuck Shahee Rupees of full tale and weight per annum for the maintenance of this force, and to meet the expenses incurred by the British Government. Such sum to be paid by two instalments, or 13,20,000 in May or June, and 8,80,000 in November or December of each year.

ARTICLE 10.

Inasmuch as it is fitting that Her Highness the Maharanee, the mother of Maharajah Dulleep Sing, should have a proper provision made for the maintenance of herself and dependants, the sum of one lakh and fifty thousand rupees shall be set apart annually for that purpose, and shall be at Her Highness' disposal.

ARTICLE 11.

The provisions of this Engagement shall have effect during the minority of His Highness Maharajah Dulleep Sing, and shall cease and terminate on His Highness attaining the full age of sixteen years, or on the 4th September of the year 1854, but it shall be competent to the Governor-General to cause the arrangement to cease at any period prior to the coming of age of His

Highness, at which the Governor-General and the Lahore Durbar may be satisfied that the interposition of the British Government is no longer necessary for maintaining the Government of His Highness the Maharajah.

This Agreement, consisting of eleven Articles, was settled and executed at Lahore by the Officers and Chiefs and Sirdars above named, on the 16th day of December 1846.

(Sd) F CURRIE

" H. M LAWRENCE.

(Sd) SIRDAR TEJ SING. [L. S.]

" SIRDAR SHERE SING. [L. S]

" DEWAN DENA NATH. [L. S]

" FUKEER NOOROODEEN. [L. S]

" RAI KISHEN CHUND. [L. S]

" SIRDAR RUNJORE SING MAJETHEA. [L. S]

" SIRDAR UTTER SING KALEEWALLA. [L S.]

" BHAEE NIDHAN SING. [L S]

" SIRDAR KHAN SING MAJETHEA. [L. S.]

" SIRDAR SHUMSHERE SING. [L. S.]

" SIRDAR LAL SING MORAREA. [L. S.]

" SIRDAR KHER SING SINDHANWALLA. [L. S.]

" SIRDAR URJUN SING RUNGRUNGALEA. [L. S]

(Sd) HARDINGE. L. S.

L. S. (Sd.) DULLEEP SING.

Ratified by the Right Honorable the Governor-General, at Bhyrowal Ghât on the left bank of the Beas, the twenty-sixth day of December One Thousand Eight Hundred and Forty-six.

(Sd.) F. CURRIE,
Secy. to the Govt. of India.

No. LXIV.

TERMS granted to, and accepted by, MAHARAJAH DULLEEP SING,—1849.

Terms granted to the Maharajah Dulleep Sing Bahadoor, on the part of the Honorable East India Company, by Henry Meirs Elliot, Esq., Foreign Secretary to the Government of India, and Lieutenant-Colonel Sir Henry Montgomery Lawrence, K.C.B., Resident, in virtue of full powers vested in them by the Right Hon'ble James, Earl of Dalhousie, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honorable Privy Council, Governor-General appointed by the Honorable East India Company to direct and control all their affairs in the East Indies, and accepted on the part of His Highness the Maharajah, by Rajah Tej Sing, Rajah Deena Nath, Bhaee Nidhan Sing, Fukeer Noorooddeen, Gundur Sing, Agent of Sirdar Shere Sing Sindhanwalla, and Sirdar Lall Sing, Agent and son of Sirdar Uttur Sing Kaleanwalla, Members of the Council of Regency, invested with full power and authority on the part of His Highness.

1st.—His Highness the Maharajah Dulleep Sing shall resign for himself, his heirs, and his successors, all right, title, and claim to the sovereignty of the Punjab, or to any sovereign power whatever.

2nd.—All the property of the State, of whatever description and wheresoever found, shall be confiscated to the Honourable East India Company, in part payment of the debt due by the State of Lahore to the British Government, and of the expenses of the war.

3rd.—The Gem called the Koh-i-noor, which was taken from Shah Shooja-ool-Moolk by Maharajah Runjeet Sing, shall be surrendered by the Maharajah of Lahore to the Queen of England.

4th.—His Highness Dulleep Sing shall receive from the Honourable East India Company, for the support of himself, his relatives, and the servants of the State, a pension not less than four and not exceeding five lakhs of Company's Rupees per annum.

5th.—His Highness shall be treated with respect and honor. He shall retain the title of Maharajah Dulleep Sing Bahadoor, and he shall continue to receive, during his life, such portion of the abovenamed pension as may be allotted to himself personally, provided he shall remain

obedient to the British Government, and shall reside at such place as the Governor-General of India may select

Granted and accepted at Lahore, on the 29th of March 1849, and ratified by the Right Honourable the Governor-General on the 5th April 1849.

(Sd.) MAHARAJAH DULLEEP SING. L. S.

" RAJAH TEJ SING L. S

(Sd.) DALHOUSIE. L S.

(Sd) RAJAH DEENA NATH L. S.

" H M. ELLIOT. L. S.

(Sd.) BHAEE NIDHAN SING. L. S.

, H. M. LAWRENCE. L. S.

(Sd.) FUKEER NOOROODDEEN L. S.

" GUNDUR SING, L. S.

Agent of Sirdar Shere Sing, Sindhanwalla

" SIRDAR LALL SING, L. S.

Agent and Son of Sirdar Uttur Sing Kaleanwala.

III.—CIS-SUTLEJ STATES.

The establishment of the British power in the cis-Sutlej States dates from the treaty with Ranjit Singh of the 25th April 1809, by the 2nd article of which Ranjit Singh engaged neither to commit nor suffer any encroachments on the possessions or rights of the Chiefs on the left bank of the Sutlej. At the beginning of May 1809 a Proclamation (No. LXV) was issued, extending the protection of the British Government to the Chiefs of Sirhind and Malwa without demand of tribute; requiring service in time of war; and defining generally the relation of the protected States to the British Government. The general scope of the proclamation of 1809 was to establish the Chiefs in the States they held before they were received under British protection. Relieved of their fear of Ranjit Singh, however, the stronger Chiefs began to encroach on the weaker, and in August 1811 it was found necessary to issue a second Proclamation (No. LXVI), directing the restoration of such usurped Estates, and prohibiting such encroachments.

After the first Sikh war, the relations of the British Government with the Chiefs of the cis-Sutlej States were entirely changed. With the exception of nine of the larger States,* all the Chiefs were deprived of their sovereign powers, and in lieu of the military service, which they were bound to render, they were required to pay a commutation tax fixed at the rate of two annas in the rupee or $12\frac{1}{2}$ per cent. on their income. The States of Dialgarh and Raikot have since lapsed to the British Government, and the Chief of Mamdot has been reduced to the position of a mere jagirdar.

* Patiala.
Jind.
Nabha.
Kalsia.
Maler Kotla.
Faridkot.
Mamdot.
Dialgarh.
Raikot.

Of the territory taken under protection in 1809, lands assessed at Rs. 4,97,485 lapsed in 1891 to the British Government from failure of heirs, and lands assessed at Rs. 8,90,477 were confiscated. Out of the territory thus acquired, jagirs worth Rs. 75,961 were granted.

1. PATIALA.

This is the largest of the Sikh States. The founder of the family emigrated from the Manjha, and carved out a principality for himself more than a century ago. The Maharaja belongs to the Sidhu Jat tribe of Sikhs. The immediate ancestor was Chaudhri Phul, who founded a village in the Nabha territory called after his name. He had two sons, Tiloka and Ramá, who became founders of a dynasty of princes, the Jind and Nabha Chiefs being descended from the elder, and the Maharaja of Patiala from the

younger son These Chiefs are known as the Phulkian Houses The family had been established in the cis-Sutlej States about five generations as ruling princes when Sardar Ala Singh founded the capital of Patiala

Relations between the British Government and Patiala appear to have commenced in 1808 with Raja Sahib Singh's overtures for protection, and the British Envoy's visit to Patiala in August of that year, from which, however, no definite results followed But in February 1809 the Chief showed his friendly attitude towards the British by welcoming Colonel Ochterlony and his troops at Patiala Two years afterwards the mis-government of the State, due to Raja Sahib Singh's imbecility, compelled Colonel Ochterlony to interfere, and at the invitation of Sahib Singh and the Rajas of Nabha and Jind he visited Patiala in January 1811 The British Government, however, declined any active interference Matters, nevertheless, grew so bad that it became necessary to modify this decision, and in April 1812 Colonel Ochterlony was again sent to Patiala, where ultimately he established Rani Aus Kour as Regent. On Raja Sahib Singh's death, on the 26th March 1813, the British Government withdrew from interference. Karam Singh was installed in his stead on the 30th June 1813, in the presence of Colonel Ochterlony.

During the Nepal war Raja Karam Singh aided the British Government with troops, and on the conclusion of the war Sanads (Nos LXVII and LXVIII) were granted to him, conferring on him portions of the Keonthal and Baghat States, yielding a revenue of Rs 35,000, on payment of two lakhs and eighty thousand rupees.

In November 1823 the British Government again interfered in the internal affairs of Patiala to support Karam Singh against Rani Aus Kour.

In 1827 the Chief showed his loyalty by advancing the British Government a loan of 20 lakhs.

In 1830 the hill territory of Simla was obtained from Patiala in exchange for three villages in pargana Bharauli

Karam Singh died on the 23rd December 1845, and was succeeded by his son, Narendar Singh Both he and his father rendered services to the British Government during the winter of 1845-46, when the Khalsa army invaded the cis-Sutlej territories After the campaign Narendar Singh obtained as a reward the gift of a portion of the territory confiscated from the Raja of Nabha in consequence of his misconduct

In 1847, at the request of the Maharaja, a Sanad (No LXIX) was conferred on him, confirming him for ever in his ancient possessions, and those granted by the British Government, with all rights thereto pertaining. The Chief was enjoined to do justice and to promote the welfare of his

subjects, while the latter were to consider the Chief their rightful lord and master. The Maharaja on his part relinquished for himself and successors all right to levy excise and transit duties, and engaged to suppress sati, infanticide, and slave-dealing, and to attend in person with his forces should the cis-Sutlej territories be invaded by an enemy; while the British Government gave up all claims to tribute, revenue, or commutation in lieu of troops or otherwise. The Maharaja during this year received an additional grant of territory confiscated from the Lahore Darbar, amounting to Rs. 10,000, in consideration of his having given up customs and transit duties.

During the mutiny of 1857 Maharaja Narendar Singh aided the British Government by furnishing an auxiliary force, which proceeded to Delhi and kept open the communication on the Grand Trunk Road. He also sent troops to Gwalior and Dholpur, and helped the Government with money. For these services he received from the British Government, besides other rewards, the Narnaul division of the Jhajjar territory, yielding a revenue of Rs. 2,00,000 a year, in perpetual sovereignty, on condition of good behaviour, and of service, political and military, at any time of general danger or disturbance. In addition to this, the British Government ceded to the Maharaja jurisdiction over Bhadaur, and the right of escheats and reversion of lapsed states therein, together with the annual commutation tax, amounting to Rs. 5,265 a year.

In 1860 a new Sanad (No. LXX) was given to the Maharaja, under which he and his successors were to exercise sovereign powers over their ancestral and acquired possessions, and all dependents and feudatories of every degree were bound to render obedience. The British Government engaged never to demand any tribute on account of revenue, service, or on any other plea, and also conferred on the Maharaja the right of adoption in default of direct heirs; but in the case of the Chief dying without male issue, and without adopting a successor, nazarana was to be paid to the British Government. The power of life and death has been conceded to the Maharaja over his own subjects. He is bound to co-operate with the British forces on an enemy appearing, and to provide carriage and supplies. He is also required to furnish material for railways and communications on payment, and to grant land free for such works.

Subsequently a portion of the Kanaud pargana of the Jhajjar territory, and the taluka of Khamanun were sold to the Maharaja in perpetual sovereignty in liquidation of debts due to him by the British Government, and in payment of the large interest due on loans. For these transfers a supplementary Sanad (No. LXXI) was granted in 1861.

Maharaja Narendar Singh was invested, on the 1st November 1861, with the insignia of the Star of India, and on the 5th March 1862 the right of adoption, conferred by the sanad of the 5th May 1860, was confirmed (No. LXXII). The Maharaja died suddenly on the 14th November 1862, leaving a son, Mahendar Singh, twelve years old, whose succession was recognised by the British Government

In 1858 the Chiefs of Patiala, Jind, and Nabha had preferred certain requests to the British Government, one of which was that in the event of the death of any of them, leaving an infant heir, a council of regency, consisting of three old and trusted ministers of the State, not related to the heir, should be selected by the British Government acting with the advice of the other two Chiefs This request was granted On the death of Maharaja Narendar Singh it was argued by the Chiefs of Jind and Nabha that the terms of the sanads of 1860 gave them the power of superseding at will the arrangements to which they had asked the British Government to consent in 1858 But the sanads in reality made no change in the status of these Chiefs towards the British Government: they were merely to exercise such sovereignty as they had been accustomed to exercise. The argument was therefore untenable, and a council of regency was formed in accordance with the arrangements of 1858 In 1867, with the view of supporting the authority of the council, certain Patiala officials, guilty of intrigues against the State, were deported by the British Government to Benares In 1870 the system by which Patiala had been superintended by the Commissioner of Ambala was superseded, and the State was placed under the direct control of the Local Government.

Maharaja Mahendar Singh was vested with full powers of administration in 1870, and in the following year received the dignity of a Knight Grand Commander of the Star of India

In 1872 the Maharaja abolished transit dues, amounting in value to about half a lakh of rupees a year, in the territories assigned to his father in 1858, and in the same year concluded an Agreement (No. LXXIII) with the British Government for the construction of a line of telegraph from Ambala to Patiala

In 1873 an Agreement (No. LXXIV) was signed, by which terms were arranged for the construction of the Sirhind canal and the supply of water to the Patiala State. Under clause 27 of this agreement the details of superintendence, powers of local officers, and other matters connected with the management of the canal, were to be settled by the Punjab Government with the States concerned, subject to the confirmation of the Supreme

Government. A subsidiary Agreement (No. LXXV) on these points was sanctioned by the Government of India in February 1904.

In 1873 a code of rules for regulating the pursuit and extradition of criminals on the Patiala and Jaipur border was drawn up and received the sanction of the British Government (see Jaipur, Vol. III). The rules were adopted in 1879 for the Patiala and Alwar border also, and in 1883 the Government of India sanctioned their extension to Patiala and Bikaner.

Maharaja Mahendar Singh died on the 14th April 1876, leaving two infant sons. The elder, four years of age, was recognised by the British Government as the late Maharaja's successor. For the administration of the State during the minority of Maharaja Rajendar Singh a council of regency was selected in accordance with the arrangements sanctioned in 1858, and the State remained under its management until 1889, when the Maharaja was invested with powers tentatively. On October 23rd, 1890, on his attaining 18 years of age, he was formally confirmed in these powers.

On the outbreak of war in Afghanistan in 1878 the Patiala State placed its troops at the disposal of the British Government, and they were employed in the Kurram valley, along with the contingents of some other Native States in the Punjab, under the command of a British General. In consideration of these services the present Maharaja has been exempted for his life from presenting a nazar in Darbar.

A Postal Convention (No. LXXVI) was concluded in October 1884 between the British Government and the Patiala State, under which an exchange of postal communication was established between British territory and Patiala. Certain improvements in the arrangements were introduced by a revised Postal Convention (No. LXXVII), which was approved by the Government of India on the 15th August 1900.

From about 1809 to 1846 Patiala had furnished from time to time contingent of sowars for general duty. In 1846 the State, along with others, was exempted, on account of its comparative fidelity and good conduct, from the operation of the rules then passed about the abolition of customs and the commutation of contingent service to a money payment. At the same time the number of sowars was fixed at 100. In 1892, in recognition of the formation of the Imperial Service troops, the State was exempted from this liability.

On the extension of the Sirsa branch of the western Jumna canal an Agreement (No. LXXVIII) was entered into in 1893, in connection with the administration of that portion of the Sirsa branch which lies within the Patiala State.

In 1895 the approval of the Government of India was given to the adoption of a set of rules, regulating the procedure between Patiala and Bikaner in regard to the capture and extradition of criminals

Jurisdiction over lands comprised in the Rewari-Ferozepore railway was ceded to the British Government in 1886, and in revised form (No LXXIX) in 1900 In 1891 the Darbar granted, free of cost, the land in Patiala territory which was required for the Delhi-Ambala-Kalka railway. Full jurisdiction over such land was ceded to the British Government in 1890, and in revised form (No LXXX) in 1900, and an Agreement (No. LXXXI) was executed on the 30th January 1893 which provides for the working of the Rajpura-Bhatinda line by the North-Western railway In 1902, when, in return for a payment of Rs 50,000, the Bhatinda Railway station was transferred to the Government of India, the provisions of clauses 10, 11, 13, 24 and 28 of this agreement were declared to be applicable no longer to the Bhatinda station area; while, in 1903, the percentage of gross receipts to be retained by the North-Western railway under clause 27 was reduced, with effect from the 1st January 1904, from 55 to 52 Jurisdiction on the Rajpura-Bhatindia, Bikaner-Bhatinda, Ludhiana-Dhuri-Jakhal, and Southern Punjab railways (including the Nirwana-Kaithal branch) was ceded by Agreements (Nos LXXXII to LXXXV) signed in 1900

In 1900 the Maharaja entered into an Agreement (No LXXXVI) for the control and discipline of the Imperial Service troops when serving beyond the frontier of his State In the same year the Darbar agreed, with all the other Punjab Native States supplying Imperial Service troops, to the mutual surrender of deserters, other than officers, escaping from one State to another Horses from the Imperial Service troops were supplied in 1900 for service in South Africa, and in 1901 a battalion of Imperial Service troops did garrison duty in Mian Mir.

On the occurrence of frontier troubles in 1897 the Maharaja was attached to the General's staff on the Mohmand expedition with a troop of lancers as a personal escort, while a battalion of infantry took part in the campaign both in the Mohmand and the Tirah country. In recognition of his services the Maharaja was invested in November 1898 with the insignia of a Knight Grand Commander of the Star of India.

Rajendar Singh died on the 8th November 1900, and was succeeded by Bhupindar Singh, who was born on the 12th October 1891. During his minority the State is being administered by a council of regency, and it was placed on the 16th January 1901 under the control of the Political

Agent of the Phulkian States. The Maharaja joined the Aitchison College, Lahore, on the 22nd October 1904.

The territories of the Maharaja comprise an area of 5,412 square miles, and contain a population of 1,596,692 according to the census of 1901. The approximate revenue is Rs. 71,46,900. These territories include the ancestral possessions of the Maharaja and the additional districts granted by the British Government.

The military force of Patiala, in addition to 686 cavalry and 1,290 infantry of the Imperial Service troops, consists (1905) of 401 cavalry, 998 infantry, 128 artillery men, 99 serviceable and 11 unserviceable guns, and 2,096 armed police.

The State is liable to the operation of the nazarana rules.

The Maharaja is entitled to a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

2. JIND.

The Chief of Jind belongs to the same clan as the Maharaja of Patiala, but is descended from the elder branch. Like the Maharaja, he is a Sikh. The family have been established as ruling princes more than a century. The Raja and his ancestors have always been most steady adherents of the British Government. Among the foremost and most sincere of those who proffered their allegiance to the British Government, after the overthrow of the Marathas was Bhag Singh, then Chief of Jind. He joined Lord Lake in the pursuit of Holkar to the banks of the Beas, and his good offices were not unimportant in the negotiations which followed. Bhag Singh was the maternal uncle of Ranjit Singh of Lahore. Lord Lake confirmed to the Raja the grants of land he held under the Emperors of Delhi, or under Sindhia, and as a special reward conferred on him in addition Kharkauda and Bhawani, each worth about Rs. 25,000 annually. The Raja also received jointly with Bhai Lal Singh of Kaithal the grant of Barsat Faridpur, in Panipat, worth about Rs. 70,000. These grants were, however, for life only, and lapsed many years ago to the British Government. At the commencement of the Sutlej campaign in 1845 Raja Sarup Singh refused to send camels for the use of the British, and was fined Rs. 10,000. After this, however, he gave the British active assistance ; the fine was eventually remitted and the Raja was granted lands, not exceeding Rs. 3,000 a year, as a mark of satisfaction with his conduct.

In 1847 the Chief of Jind received a Sanad (No. LXXXVII) from the British Government, similar to that given to the Maharaja of Patiala. During this year the Raja received an additional grant of land confiscated from the Lahore Government, yielding Rs 1,000, a year, in perpetuity in consideration of his having abolished customs and transit duties

Sarup Singh offered his services in the second Sikh war of 1849, for which he received the warm thanks of the British Government

In 1857 the Raja of Jind was the first person who marched against the mutineers at Delhi His troops acted as the vanguard of the army. He remained in the British camp before Delhi until the re-occupation of the city, and a portion of his troops also took part in the assault For these services he received a grant of additional territory, yielding Rs. 1,16,813 a year, on condition of good behaviour and of service, political and military, in time of difficulty or danger. He was granted by the Government of India a salute of 11 guns, and other minor honours were bestowed on him.

In 1860 the Raja received a new Sanad (No LXXXVIII), similar to that given to the Maharaja of Patiala, including the privilege of adoption, which privilege was especially confirmed in 1862 by another Sanad (No. LXXXIX). By a sanad granted in 1861 (No. XC) the Raja was allowed to purchase a portion of the Kanaud tahsil of the Jhajjar territory, on payment of nazarana

Raja Bhag Singh died in 1819, and his successor, Fateh Singh, in 1822 The next Chief, Sangat Singh, died in November 1834 without issue, and was succeeded by Raja Sarup Singh, not however, without a struggle; at one time indeed, his claims were denied, and the principality was declared an escheat But eventually his right, though a collateral, to all the possessions of the family held by Raja Gajpat Singh, the common ancestor, was admitted But all subsequent accession of territory acquired by Rajas Bhag Singh and Sangat Singh, amounting to one-half of the principality, was declared an escheat, so that Raja Sarup Singh did not enjoy the united possession of his family, but only the first conquest made by his ancestor, Raja Gajpat Singh, added, as above stated, to the later grants of the British Government. Raja Sarup Singh was formally installed in the presence of the British Agent in April 1837, he died in January 1864, and was succeeded by his son, Raghbir Singh, who was installed on the 31st March 1864, in the presence of the Agent to the Lieutenant-Governor. Raja Raghbir Singh was invested at Calcutta on the 1st January 1876 by His Royal Highness the Prince of Wales in person with the insignia of a Knight Grand Commander of the Star of India.

At the Imperial Assemblage held at Delhi on the 1st January 1877 Raja Raghbir Singh received the honourable title of "Councillor of the Empress" with an addition of 2 guns to his salute as a personal distinction. On the 1st January 1878 he was declared an *ex-officio* Companion and Member of the Indian Empire, and in 1881 the Raja was granted the title of "Raja-i-Rajagan."

In 1873 the Raja of Jind entered into an Agreement (No. LXXIV), similar to that concluded with the Maharaja of Patiala, for the construction of the Sirhind canal, and in 1875 signed an engagement of the same nature as regards the western Jamna canal. This latter engagement was, however, superseded by a fresh Agreement (No. XCI) executed in 1892; and a supplement to the Sirhind canal Agreement (No. LXXV) was sanctioned in February 1904.

The State furnished a contingent to the British Government in 1878, on the outbreak of the war in Afghanistan.

The code of rules, regarding the pursuit and extradition of criminals, sanctioned in 1873 for the Jaipur and Patiala border was adopted in 1883 to regulate the procedure between Jind and the States of Jaipur and Bikaner.

A Postal Convention (see No. LXXVI) was executed in 1884 between the Raja and the British Government, under which an exchange of postal communication was established between Jind and British territory. An amended and improved Convention (see No. LXXVII) was substituted in 1900.

Raja Raghbir Singh died on the 7th March 1887, and was succeeded by his grandson, Ranbir Singh, aged 6 years. During the minority the State was administered by a council of regency appointed in the terms of the arrangement of 1858 (*vide page 175 supra*).

When an European tutor was appointed for the Raja, a claim was put forward in 1897 by the remaining Phulkian States, Patiala and Nabha, to the effect that they should be entrusted with the arrangements for the Raja's education, but it was held that such a claim could not be supported by the paper of requests of 1858, and it was disallowed. So, too, when the Raja was invested with powers on the 10th November 1899, but kept for a time under the guidance of a British political adviser, a protest was made by the other Phulkian States, on the ground that this was a breach of the sanads of 1860, but this protest also was overruled. On the 16th January 1901, the State, which had formerly been under the direct control

of the Punjab Government, was placed under the Political Agent, Phulkian States and Bahawalpur, and the political adviser was withdrawn

From about 1809 to 1846 Jind had furnished from time to time a contingent of sowars for general duty In 1846 the State, along with others, was exempted, on account of its comparative fidelity and good conduct, from the operation of the rules then passed about the abolition of customs and the commutation of contingent service to a money payment in the protected Sikh States At the same time the number of sowars was fixed at 50 They were reduced to 25 in 1860 after the mutiny, in return for the good services then rendered by Jind In 1892, in recognition of the formation of the Imperial Service troops, the State was exempted altogether from this liability

An agreement for the construction of a line of telegraph from Maler Kotla to Sangrur was entered into on the 11th May 1893 (No XCII)

Jurisdiction over the portions of the Rewari-Ferozepore railway lying in Jind territory was ceded to the British Government in 1886 On the 6th September 1899 an Agreement (No XCIII) was made for the construction, maintenance and working of the Ludhiana-Dhuri-Jakhal railway by the North-Western railway on behalf of the Maler Kotla and Jind Darbars. The railway was opened to traffic on the 10th April 1901 Jurisdiction over this, the Rewari-Ferozepore, and the Southern Punjab railways was ceded by the State, in the revised form, in Agreements signed in 1900 (Nos XCIV to XCVI)

In 1897 the Imperial Service infantry joined the Tirah expedition The control and discipline of the Imperial Service troops when serving beyond the frontier of the State are governed by an Agreement (see No. LXXXVI) entered into in 1900 In the same year the State agreed, with all the other Punjab Native States supplying Imperial Service troops, to the mutual surrender of deserters, other than officers, escaping from one State to another

The Jind territory comprises an area of 1,259 square miles, and has, according to the census of 1901, a population of 282,003 It consists of the ancient family possessions added to the later grants of the British Government. The estimated revenue is approximately Rs 12,49,000 The State is under the political control of the Political Agent, Phulkian States and Bahawalpur

The Raja maintains (1905), in addition to 600 Imperial Service infantry, a military force of 80 artillery men, 16 serviceable and 6 unserviceable guns, 220 cavalry, 560 infantry, and 498 armed police.

The State is liable to the operation of the nazarana rules.

The Chief receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

3. NABHA.

The Chief of Nabha is descended from the same stock as the Maharaja of Patiala and the Raja of Jind, but like the latter belongs to the elder branch of the family.

Like the rest of the Sirhind and Malwa Chiefs, Nabha was taken under the protection of the British Government under the proclamation of 1809 (No. LXV), and in 1810 the Raja was given a Paper (No. XCVII) under the seal and signature of the Governor-General, confirming him in his possessions and emphasizing the promises made in the proclamation of 1809. Raja Jaswant Singh showed his loyalty to the British Government by declining to assist Holkar in 1804; by giving supplies and carriage to the British during the Gurkha campaign of 1810, and in that of Bikaner in 1818; and by offering his services and advancing a loan of 6 lakhs during the Kabul campaign of 1838. Raja Jaswant Singh died on the 22nd May 1840, and was succeeded by his son, Devindar Singh, who was formally installed on the 5th October of that year in the presence of the Agent to the Governor-General.

During the first Sikh War, in 1845, Devindar Singh withheld supplies from the British and neglected to attend to the requisitions of the Agent to the Governor-General. As a punishment he was deposed in 1846; one-fourth of his territory, *viz.*, the districts of Pakowal, Dehraru, and Rori, less a portion worth Rs. 12,200, was confiscated; and all transit duties, estimated at Rs. 12,200 a year, with the exception of the customs of the town of Nabha, were abolished. Of the confiscated territory, a portion, worth Rs. 71,224, was divided equally between the Maharaja of Patiala and the Raja of Faridkot, in reward for services during the war, while the remainder, valned at Rs. 28,766, was retained by the British Government. Up to this year the Raja of Nabha had furnished, in addition to the forces which he was to supply in war, a contingent of 50 sowars for general duty. But it was now determined that the Chief should no longer be required to supply any forces in war, and, instead, the revenue from the portion of the confiscated territory, retained by the British Government, was appropriated to keeping up 100 sowars and 133 infantry, which was supposed to represent one-third of the force which the State used to furnish in war. The supply of the 50 sowars for general duty ceased at the

same time. Devindar Singh was granted a pension of Rs 50,000 a year, and was kept under surveillance at Muttra till 1854; and thereafter at Lahore, where he died in November 1865 His son, Bharpur Singh, then a boy of seven, was placed in power, under the guardianship of his step-grandmother and three officers of the Nabha State, who were responsible to the British Government for the education and safety of the young Raja He was installed in January 1847 by the Commissioner of the cis-Sutlej States

During the mutiny in 1857 Raja Bharpur Singh rendered important services to the British Government, and was rewarded by a grant of land out of the Jhajjar territory, yielding a lakh and six thousand rupees a year, on condition of good behaviour and of service, military and political, in time of difficulty and danger. He was granted by the Government of India a salute of 11 guns, and other minor honours were bestowed on him

On the occasion of the Governor-General's visit to the Punjab in 1860, the Raja received a Sanad (No XCVIII), similar to those given to the Patiala and Jind Chiefs, including the right of adoption Another Sanad (No XCIX), conferring the right of adoption, was also granted in 1862. In 1861 the Raja was allowed to purchase a portion of the Kanaud tahsil of the Jhajjar district, in liquidation of a debt due to him from the British Government, and he received a supplementry Sanad (No. C) on this account.

Raja Bharpur Singh was given a seat on the Legislative Council of the Government of India, but he died before he could take his seat, in November 1863, not without suspicions of poison Shortly after the death of the Raja, one of his aunts was assassinated in British territory, and a judicial enquiry was held, which resulted in the removal of all suspicions as to the cause of the Raja's death, and the arraignment of Gurbakhsh Singh, the Minister of the State, on the charge of having abetted the murder of the Raja's aunt He was acquitted, but was forbidden to visit or reside in Nabha territory.

Raja Bharpur Singh left neither natural nor adopted heirs; it thus devolved upon the Maharaja of Patiala and the Raja of Jind in accordance with clause 3 of the Sanad of the 5th May 1860 (No. XCVIII) to select a successor, in concert with the British Government, from among the Phulkian family. Their choice fell upon Bhagwan Singh, younger brother of Bharpur Singh, who had always been looked upon as his heir, and it was confirmed by the British Government, nazarana being levied as provided in clause 3 of the sanad above alluded to

Raja Bhagwan Singh was installed on the 17th February 1864, and died in May 1871 without heirs. The procedure laid down in such cases by the sanad of 1860 was followed, and a collateral relative, Hira Singh of Badrukhan, then 18 years of age, a feudatory of Jind, was chosen. The selection was approved by the British Government, and the customary nazarana levied. Hira Singh's share in the estate of Bardrukhan was considered as a succession on failure of direct heirs, and was made over unconditionally to the Raja of Jind.

For many years a dispute existed between the Sonthi Sikhs and their feudal superior, the Raja of Nabha, relative to certain acts of feudal obedience, which the former were bound to pay to their Chief; to the equivalent to be paid in money for that service when it ceased; and to the division of the profits of certain villages in which both parties had rights. The dispute commenced in 1820 regarding the times and occasions when the Sonthi Sikhs were to furnish a quota of horsemen. In 1861 an arrangement was made, with the approval of Government, by which the Raja was to give the Sonthi Sikhs Rs. 5,000 a year in discharge of all matters in dispute between them. The Sonthi Sikhs appealed against this decision. After a protracted investigation it was decided by the Government of India in 1869 that the Sonthi Sikhs' share of the revenues of the villages in dispute should be Rs. 24,500 a year, and that the Raja of Nabha had a right in respect of escheats, commutation for loss of service of horsemen, and a deduction of one-eighth on account of confiscated and restored territory, amounting in all to Rs. 11,502, leaving the balance to be paid to the Sonthi Sikhs at Rs. 12,998 a year. As an alternative the Sikhs were permitted, should they desire it, to receive villages producing a clear income of Rs. 8,000 a year under certain specified conditions. They elected to take the assignment from land revenue of Rs. 12,998 a year. Payment was made in full by the Raja in 1872.

In 1873 the Raja entered into an Agreement (No. LXXIV), similar to that executed by the Maharaja of Patiala, for the construction of the Sirhind canal.

In 1877 Raja Hira Singh was granted, as a personal distinction, an increase of 2 guns to the Chief's ordinary salute of 11 guns, and in 1879 he was created a Knight Grand Commander of the Star of India in recognition of the services of the contingent furnished by him in 1878 for employment in Afghanistan.

Rules similar to those in force between Patiala and Jodhpur were adopted for the border between Nabha and Alwar in 1879, between Nabha and Jaipur in 1883, and between Nabha and Bikaner in 1897.

In 1884 the Raja of Nabha ceded to the British Government full jurisdiction over those portions of land which lie within his State, and are occupied, or may be hereafter occupied, by the railways comprised in the Rajputana-Malwa railway system, including the lands occupied as stations, out-buildings, and for other railway purposes Agreements (Nos CI to CIII) were also made in 1900 by which jurisdiction was ceded on the portions of the Rajpura-Bhatinda, Rewari-Ferozepore, and Ludhiana-Dhuri-Jakhal railways, respectively, which lie within the State limits

The control and discipline of the Imperial Service troops, when serving beyond the frontier of the State, are governed by an Agreement (see No LXXXVI) entered into in 1900 In the same year Nabha joined all the other Punjab Native States supplying Imperial Service troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another.

In 1900 an amended and improved postal Convention (see LXXVII) was substituted for the Convention (see No LXXVI) which had been executed in 1884 between the Raja and the British Government, under which an exchange of postal communication was established between Nabha and British territory

On the 16th January 1901 the State, which had formerly been under the immediate political supervision of the Lieutenant-Governor of the Punjab, was placed under the Political Agent, Phulkian States and Bahawalpur

In February 1904 an Agreement (No LXXV), supplementary to that entered into in 1873 (No LXXIV), was made in connection with the working of the Sirhind canal

In 1894 Raja Hira Singh received the title of Raja-i-Rajagan. In 1897 his personal salute was raised from 13 to 15 guns in recognition of the services of his Imperial Service troops in the Tirah campaign. In 1903 he was made a Knight Grand Commander of the Indian Empire, and was appointed Honorary Colonel of the 14th Sikh Infantry The Raja has a son and heir, Tika Rapdaman Singh, born in 1883.

Although Jind and Nabha are equal in dignity and regarded with equal favour, Jind is given precedence of Nabha on public occasions, except that Nabha is paid a return visit by the Viceroy before Jind, a decision which was passed in 1880

The Nabha territory has an area of 928 square miles; a population, according to the census of 1901, of 297,949, and a revenue of approximately

Rs. 14,71,000. The Raja does not furnish any contingent for general duty, the value thereof having been included in the portion of the territory of that State adjudged to be confiscated after the Sutlej campaign.

The military force, in addition to 600 Imperial Service infantry, consists (1905) of 10 serviceable and 3 unserviceable guns, 40 artillery men, 150 cavalry, 65 infantry, and 707 armed police.

The State is liable to the operation of the nazarana rules.

The ordinary salute of the Raja of Nabha is 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

4. KALSIA.

Sardar Gurbakhsh Singh, the founder of the family, came originally from Kalsia, a village in the Manjha. At the time of the extension of the British protection to the cis-Sutlej States, a copy of the proclamation issued by Sir D. Ochterlony was not sent to Jodh Singh, then ruling Chief, as his disposition towards the British Government was doubtful; and it was proposed that if the Chief continued indifferent to British protection, and determined to unite himself with Ranjit Singh, he should be declared an enemy and dispossessed of his territories. After two months, however, Sardar Jodh Singh followed the example of others, and was assured of protection.

Sardar Sobha Singh, the son and successor of Sardar Jodh Singh, died on the 14th February 1858, and the British Government recognised his son, Lehna Singh, as his heir and successor. He received a Sanad in 1862 (No. CIV) conferring on him the right of adoption.

Sardar Lehna Singh died on the 19th February 1869, and was succeeded by his son, Bishan Singh, a minor, about fifteen years of age. The State was at first managed by a committee composed of a British official and two others selected from Jind and Kalsia respectively, but was subsequently placed in charge of a Nazim, subject to the control of the Commissioner of Ambala. The Chief was entrusted tentatively with the administration in 1874.

Sardar Bishan Singh died on the 10th July 1883, leaving two sons, the elder of whom, Sardar Jagjit Singh, then aged 3 years, succeeded him. Sardar Jagjit Singh died in August 1886, and was succeeded by his younger brother, Sardar Ranjit Singh, aged 4 years. The State was then placed under the management of a council of regency, subject to the control of the Commissioner of Delhi. When the Chief attained his

majority in October 1903 he was granted certain restricted powers in conjunction with the council, full authority being withheld for a time owing to the immaturity of the Chief's understanding and character. In September 1905 full powers were conferred upon him, subject to the general control of the Commissioner

In 1891 the Chief ceded, free of cost, the land in Kalsia territory which was required for the Delhi-Ambala-Kalka railway. Full jurisdiction over such land was ceded to the British Government in 1890. An Agreement (No CV) to the same effect in a revised form was obtained from the State in 1899

In 1894 an Agreement (No. CVI), having effect from the 1st April 1892, was entered into between the British Government and the Kalsia State, under which, in consideration of an annual payment of Rs. 5,500, the control of the excise arrangements, and the income derived from the sale of spirits, opium, and intoxicating drugs, in the State, was transferred to the British Government for a period of five years The arrangement was continued in 1898 for a further period of five years, the payment being raised to Rs 6,000, and was again extended for a similar period with effect from the 31st March 1902.

The Chief receives a money payment of Rs. 2,851 a year in perpetuity from the British Government, as compensation for the loss occasioned by the abolition of customs duties.

The revenue of the Kalsia State is estimated at Rs 1,95,809 a year It has an area of 168 square miles, and a population, according to the census of 1901, of 67,181.

The military force consists (1905) of 35 cavalry, 179 infantry, 5 artillery men, and 2 serviceable guns.

The State is under the political superintendence of the Commissioner of the Delhi Division. It is liable to the operation of the nazarana rules.

5. MALER KOTLA.

This family came to India from Kabul It was originally a brotherhood dividing the Estate among the several members in equal or unequal shares, according as the power and influence of the several branches might be predominant at the time of succession

The ancestors of the present Chief occupied positions of trust in the Sirhind province under the Moghal Emperors, and gradually became independent as the Moghal dynasty sank into decay. The family is somewhat

Rs. 14,71,000. The Raja does not furnish any contingent for general duty, the value thereof having been included in the portion of the territory of that State adjudged to be confiscated after the Sutlej campaign.

The military force, in addition to 600 Imperial Service infantry, consists (1905) of 10 serviceable and 3 unserviceable guns, 40 artillery men, 150 cavalry, 65 infantry, and 707 armed police.

The State is liable to the operation of the nazarana rules.

The ordinary salute of the Raja of Nabha is 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

4. KALSIA.

Sardar Gurbakhsh Singh, the founder of the family, came originally from Kalsia, a village in the Manjha. At the time of the extension of the British protection to the cis-Sutlej States, a copy of the proclamation issued by Sir D. Ochterlony was not sent to Jodh Singh, then ruling Chief, as his disposition towards the British Government was doubtful; and it was proposed that if the Chief continued indifferent to British protection, and determined to unite himself with Ranjit Singh, he should be declared an enemy and dispossessed of his territories. After two months, however, Sardar Jodh Singh followed the example of others, and was assured of protection.

Sardar Sobha Singh, the son and successor of Sardar Jodh Singh, died on the 14th February 1858, and the British Government recognised his son, Lehna Singh, as his heir and successor. He received a Sanad in 1862 (No. CIV) conferring on him the right of adoption.

Sardar Lehna Singh died on the 19th February 1869, and was succeeded by his son, Bishan Singh, a minor, about fifteen years of age. The State was at first managed by a committee composed of a British official and two others selected from Jind and Kalsia respectively, but was subsequently placed in charge of a Nazim, subject to the control of the Commissioner of Ambala. The Chief was entrusted tentatively with the administration in 1874.

Sardar Bishan Singh died on the 10th July 1883, leaving two sons, the elder of whom, Sardar Jagjit Singh, then aged 3 years, succeeded him. Sardar Jagjit Singh died in August 1886, and was succeeded by his younger brother, Sardar Ranjit Singh, aged 4 years. The State was then placed under the management of a council of regency, subject to the control of the Commissioner of Delhi. When the Chief attained his

majority in October 1903 he was granted certain restricted powers in conjunction with the council, full authority being withheld for a time owing to the immaturity of the Chief's understanding and character. In September 1905 full powers were conferred upon him, subject to the general control of the Commissioner.

In 1891 the Chief ceded, free of cost, the land in Kalsia territory which was required for the Delhi-Ambala-Kalka railway. Full jurisdiction over such land was ceded to the British Government in 1890 An Agreement (No. CV) to the same effect in a revised form was obtained from the State in 1899

In 1894 an Agreement (No CVI), having effect from the 1st April 1892, was entered into between the British Government and the Kalsia State, under which, in consideration of an annual payment of Rs. 5,500, the control of the excise arrangements, and the income derived from the sale of spirits, opium, and intoxicating drugs, in the State, was transferred to the British Government for a period of five years The arrangement was continued in 1898 for a further period of five years, the payment being raised to Rs 6,000, and was again extended for a similar period with effect from the 31st March 1902

The Chief receives a money payment of Rs 2,851 a year in perpetuity from the British Government, as compensation for the loss occasioned by the abolition of customs duties.

The revenue of the Kalsia State is estimated at Rs 1,95,809 a year. It has an area of 168 square miles, and a population, according to the census of 1901, of 67,181.

The military force consists (1905) of 35 cavalry, 179 infantry, 5 artillery men, and 2 serviceable guns.

The State is under the political superintendence of the Commissioner of the Delhi Division. It is liable to the operation of the *nazarana rules*.

5. MALER KOTLA.

This family came to India from Kabul. It was originally a brotherhood dividing the Estate among the several members in equal or unequal shares, according as the power and influence of the several branches might be predominant at the time of succession

The ancestors of the present Chief occupied positions of trust in the Sirhind province under the Moghal Emperors, and gradually became independent as the Moghal dynasty sank into decay. The family is [illegible]

older than the Sikh families of Patiala, Jind, and Nabha, by which it is surrounded. The Chief of Maler Kotla joined Lord Lake with his followers, and the protection of the British Government was extended to this principality at the same time as to the other States. Nawab Sikandar Ali Khan succeeded his father, Mahbub Ali Khan, in 1858, and was assured by Sanad in 1862 (No. CVII) that any succession to his State, which might be in conformity with Muhammadan law, would be respected.

Nawab Sikandar Ali Khan died without male issue on the 16th July 1871, having selected as his heir Ibrahim Ali Khan, the representative of one of the two extant branches of the family, descended from a common ancestor, Jamal Ali Khan. The choice was confirmed by the British Government.

By family custom, in the case of a death without issue, the property was divided equally among the branches descended from Jamal Ali Khan, an extra share being allotted to the Chief. The near relations of the Nawab also exercised sovereign powers in their estates subject to a general subordination to the Nawab. These customs frequently gave rise to family dissensions and mal-administration. On the succession, therefore, of the present Nawab, the opportunity was taken to determine that the Chief's holding should be divided into two portions, the share which he received as Chief, with all subsequent accretions, to remain undivided or held by the Chief for the time being, the other portion to be divided according to family custom. It was further determined to limit the exercise of powers independent of the Chief to present possessors.

The State was placed under British management during the minority of Nawab Ibrahim Ali Khan; he attained the age of eighteen in October 1875, when he was entrusted with the management of his affairs, subject to the control of the Commissioner of Ambala, until he attained the age of twenty-one.

On the occasion of the Delhi Darbar, held on the 1st January 1877, Nawab Ibrahim Ali Khan was granted, as a personal distinction, an addition of 2 guns to the Chief's ordinary salute of 9 guns.

In 1885, owing to the mental incapacity of the Chief, the State was temporarily placed under the management of a superintendent, subject to the control of the Commissioner of Delhi. On the death in 1892 of the superintendent, the superintendence of the State was entrusted to the Nawab of Loharu. Ibrahim Ali Khan's elder son, Sahibzada Ahmad Ali Khan, was educated at the Aitchison College. After leaving the college he was gradually initiated into the administration, and on the 1st January 1903

he was given the powers of the superintendent, the Nawab of Loharu being retained as his adviser On the 1st February 1905 the Sahibzada was given full control as regent and the Nawab of Loharu's services were withdrawn

From about 1809 to 1846 Maler Kotla had furnished from time to time a contingent of sowars for general duty In 1846 the State, along with others, was exempted, on account of its comparative fidelity and good conduct, from the operation of the rules then passed about the abolition of customs and the commutation of contingent service to a money payment in the protected Sikh States At the same time the number of sowars was fixed at 25. In 1892, in recognition of the formation of the Imperial Service troops, the State was exempted from this liability

The Maler Kotla Imperial Service sappers and miners served in the Tirah campaign of 1897 and in the China campaign of 1900-1901 In 1899 the State entered into an Agreement (see No LXXXVI) for the control and discipline of the Imperial Service troops when serving beyond the frontier of the State, and in 1900 Maler Kotla joined the other Native States in the Punjab supplying Imperial Service troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another

In 1899 an Agreement (No XCIII) was made for the construction, maintenance and working of the Ludhiana-Dhuri-Jakhal railway by the North-Western railway; and in the same year jurisdiction over it was ceded by an Agreement (No CVIII) The State contributed 8 lakhs of rupees towards the cost of the railway, which was opened for traffic in 1901.

The Chief receives compensation from Government amounting to Rs 2,500 a year in perpetuity, on account of loss of revenue caused by the abolition of customs duties.

The area of Maler Kotla is 167 square miles; its population, according to the census of 1901, is 77,506, and its estimated revenue Rs 5,47,127.

Its military forces, in addition to 177 Imperial Service sappers and miners, consist (1905) of 34 artillery men, 2 serviceable and 7 unserviceable guns, 31 cavalry, and 114 infantry.

The State is under the political control of the Commissioner of Jullundur

The ordinary salute of the Chief of Maler Kotla is 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

6. FARIDKOT.

The territory of the Faridkot State consists of two portions, *viz.*, Faridkot proper and Kot-Kapura. It is situated to the south-west of the Ferozepore district, and borders to the south-east on Patiala. The Chief of this State belongs to the Barar Jat tribe, one of whom, named Bhallan, in the time of the Emperor Akbar, acquired great influence, and laid the foundation of the greatness of his house. His nephew built the fort of Kot-Kapura, and made himself an independent ruler. Early in the nineteenth century, the Kot-Kapura pargana was seized by the Lahore Diwan, Mohkam Chand, and on the occasion of the Sikh war in 1846, it was confiscated by the British Government. But in reward for his attachment to the British cause, and for the aid he rendered to the British forces at Mudki during the Sutlej campaign in 1845-46, the Faridkot Chief, Pahar Singh, was raised to the rank of Raja; the ancestral Estate of Kot-Kapura was restored to him in jagir; and he was granted half the territory which had been confiscated from the Raja of Nabha.

In lieu of customs abolished, the British Government agreed to pay to the Raja the annual sum of Rs. 2,000, and at the same time, as there were many rent-free holdings in the Kot-Kapura Estate which would lapse to the British Government, an arrangement was made by which each rent-free holding, as it lapsed, was made over to the Raja, and a corresponding reduction was made in the amount of compensation for customs.

Raja Pahar Singh died in April 1849, and was succeeded by Wazir Singh.

From about 1809 to 1846 Faridkot had furnished from time to time a contingent of sowars for general duty. In 1846 the State, along with others, was exempted, on account of its comparative fidelity and good conduct, from the operation of the rules then passed about the abolition of customs and the commutation of contingent service to a money payment in the protected Sikh States. At the same time the number of sowars was fixed at 10. For Raja Wazir Singh's services during the mutiny he was exempted altogether from this service; and he was further rewarded by the Government of India with an increase to his khillát, the grant of a salute of 11 guns, and certain honorary additions to his title. On the 21st April 1863 a Sanad (No. CIX) was conferred upon the Raja. The sanad is in some respects similar to those granted in 1860 to the Maharaja of Patiala and the Rajas of Jind and Nabha. But it differs from them in this most important respect that it conferred no new rights or privileges on the Raja, but merely guaranteed and confirmed those which he then enjoyed. The right of adoption was conceded to him in 1862 by a Sanad (No. CIV).

Raja Wazir Singh died in April 1874, and was succeeded by his only son, Bikram Singh, then thirty-one years of age.

In the Afghan war of 1878 the Raja placed his troops at the disposal of the British Government, and they were employed in the Kurram valley.

In 1884 the Raja ceded to the British Government full jurisdiction over the lands in his territory occupied by the Rewari-Ferozepore railway. In 1899 the Chief signed an Agreement (No. CX) in a revised form to the same effect

In 1886 a postal convention had been concluded with the British Government similar to that made with Patiala (see No. LXXVI), and certain improvements in the arrangements were introduced in 1896 by a revised postal Convention (see No CLV)

The services of the Imperial Service sappers and miners were offered in the Tirah campaign of 1897, but as military arrangements had been completed, the Government of India were unable to accept the offer. In 1899 the Raja entered into an Agreement (see No LXXXVI) for the control and discipline of Imperial Service troops when serving beyond the frontier of the State In 1900 Faridkot agreed, with the other Punjab Native States supplying Imperial Service troops, to the mutual surrender of deserters, other than officers, escaping from one State to another

In 1905 the Government of India approved of the permanent adoption of rules regulating the extradition of criminals between Faridkot and Bikaner, which had been introduced tentatively in 1903

Raja Bikram Singh died on the 20th August 1898, and was succeeded by his son, Raja Balbir Singh, who was installed on the 16th December 1898 It was made a condition of his installation that he should for five years act under the immediate control of the Commissioner of Jullundur in certain matters, such as the appointment of high officials In 1901 the Raja, having no issue of his own, adopted his nephew Brij Indar Singh, but the succession of this adopted son was conditional on the Raja having no legitimate son of his own body Raja Balbir Singh died on the 11th February 1906, and was succeeded by Brij Indar Singh, aged about 10 years, who was installed on the 15th March 1906 Brij Indar Singh is being educated at the Aitchison Chiefs' College, Lahore During his minority the State is under the management of a council of three.

No contingents are furnished for general service, and no tribute is paid by the State to the British Government.

Faridkot contains an area of 642 square miles; its population, according to the census of 1901, is 124,912; and its revenue is estimated at Rs. 3,56,250 a year.

The Raja keeps up (1905), besides 152 Imperial Service sappers and miners, 21 artillery men, 6 serviceable guns, 48 cavalry, 79 infantry, and 25 armed police.

Faridkot is under the political jurisdiction of the Commissioner of the Jullundur Division.

Nazarana on successions is levied from the State.

The Raja receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

7. MAMDOT JAGIR.

The Chief of Mamdot was not brought under British protection with the other cis-Sutlej States in 1809, but remained a feudatory of the Lahore Darbar, to whom he furnished a contingent of one hundred horse. The Mamdot contingent fought on the side of the Sikh army during the Sutlej campaign, but towards the close of the war the Chief, Jamal-ud-din Khan, deserted to the side of the British and subsequently rendered good service, for which he received the title of Nawab, and his contingent was reduced to 50 horse in time of peace and 75 in war. No enquiry seems to have been made regarding the status of the Chief, nor were his relations to the British Government defined.

The Nawab so grievously misgoverned his State and misused his powers that in 1856, after deliberate enquiry, the British Government declared his sovereign powers to be forfeited for ever, reduced the State to the position of a mere jagir, and removed the Nawab to Lahore, where he continued to receive the surplus revenues of Mamdot after the expenses of its management by British officials were defrayed.

In 1863 the Nawab died, and the British Government were pleased to revive the fief in the person and family of his brother Jalal-ud-din Khan, who was recognised as Nawab of Mamdot, with powers carefully restricted by Sanad (No. CXI).

Jalal-ud-din Khan died in 1875, and the succession of his son, Nizam-ud-din Khan, then thirteen years of age, was recognised by Government.

Nizam-ud-din Khan died in January 1891, leaving an infant son, Kutub-ud-din Khan, and the Estate came again under Government management. The young Nawab is at the Aitchison College, and the Estate is managed by the Court of Wards.

8 MINOR CIS-SUTLEJ CHIEFS.

When the minor cis-Sutlej Chiefs were deprived of their sovereign powers, the police management of their Estates was assumed by the British Government, all customs duties were abolished without compensation, except in the case of the Nawab of Kunjpura and the Mir of Kotaha; and the Chiefs were reduced to the rank of ordinary jagirdars But, in consideration of these great changes, some privileges of person and property were extended to a limited number of the Chiefs for their lives. Cases in which the cause of action had arisen before the 8th June 1849 were declared not to be cognizable by the civil and revenue courts For criminal offences committed previous to January 1847 the Chiefs were declared amenable only to the Commissioner as Political Agent For any criminal offence committed since January 1847 the Chiefs were declared exempt from arrest for their lives, and their family houses from police interference, except in capital cases or heinous offences against person and property, for which they were to be responsible only to the Commissioner. For any civil claims presented to the civil or revenue courts, the Chiefs were declared to be exempt from personal arrest, and their dwellings from attachment The landed Estates of such Chiefs being liable to lapse to the British Government in default of male heirs, were declared to be only subject to attachment for rents and profits under decree of court during the lifetime of incumbents All Estates shared between the disfranchised and the superior Chiefs were brought under the civil, revenue, and criminal jurisdiction of the British Government, but exchanges might be effected of such coparcenary tenures

In 1857 all these Chiefs rendered services to the British Government and as a reward Government sanctioned a permanent reduction in twenty-three Estates of Rs 21,416 a year in the amount payable in commutation for personal service.

More recently thirteen of the more influential Chiefs were appointed jagirdar magistrates, with jurisdiction over their own Estates, and in some instances over contiguous Government villages.

Succession to these Estates is governed by the following rules:—

1st.—That no widow shall succeed

2nd—That no descendants in the female line shall inherit.

3rd—That on failure of a direct male heir, a collateral male heir may succeed, if the common ancestor of the deceased and of the collateral claimant was in possession of the share at or since 1808-9.

Certain of these estates have, however, since 1900 been made subject to the Punjab Descent of Jagirs Act of that year.

The following is a statement of the principal cis-Sutlej jagirs, showing their annual revenue and the amount of tribute paid to the British Government. Some of them are held by individual Chiefs, others by clans in which the individual shares are sub-divided into very small fractions, and others by retainers and dependents of Chiefs whose families have become extinct :—

Name.	Revenue.	Commutation.	Name.	Revenue.	Commutation.
	Rs.	Rs.		Rs.	Rs.
Arnauli	48,321	5,932	Garangan	2,999	375
Babeal	16,857	2,110	Goh, Malikpur and Haron	5,228	598
Badali	470	58	Haibatpur	1,144	143
Bagrian	7,343	229	Jubbo Majra	11,041	1,278
Baidwan { Sohana	7,205	465	Juspalon	601	94
Baidwan { Manak Majra	7,199	450	Kharar	6,926	868
Barewal	1,187	960	Kotaha	12,653	623
Bharaili	15,157	950	Kotla Nihang	3,399	213
Bhari	8,162	930	Ladhran	24,749	3,021
Bhojowali	1,843	230	Loda	15,318	1,911
Bija and Rupalon	1,353	205	Lalton	3,650	768
Boh	10,691	1,336	Ludhran	1,505	189
Buria	42,990	2,930			
Cholian { Burial	8,585	1,069	Malaudh { Includes Ramgarh and Ber; land revenue Rs. 43,136 and Rs. 15,241 respectively. }	88,377	9,352
Cholian { Kumbra	2,994	377			
Cholian { Lamba	1,904	237			
Cholian { Laudran	2,228	278	Mian Majra, Arnauli	355	45
Cholian { Sukhgarh	1,830	228	Mustafabad	5,349	668
Choti Patti (including Ghail) Ambala.	15,845	2,225	Panglian	100	...

Name.	Revenue.	Commutation.	Name	Revenue	Commutation.
	Rs	Rs.		Rs	Rs.
Dhanaura . . .	3,227	204	Panjokhra . . .	9,893	1,236
Dhanaura Labkari .	3,045	190	Purkhali . . .	4,924	308
Dhin . . .	8,568	1,071	Raipur . .	3,914	248
Diwa Khosa . . .	550	68	Rajewal . .	400	62
Gadhera . . .	3,476	435	Ramgarh . . .	18,637	1,130
Gaggon . .	419	210	Ranjilpur . .	125	63
Sadhaura { Bawanhudian	4,858	303	Rukali *cum*-Mangarh .	818	102
Sadhaura { Birkan . .	2,312	142	Shamsinghian { Balchhappar	10,016	1,252
Sadhaura { Kuewali	3,061	194	Shamsinghian { Basar .	8,726	1,092
Sadhaura { Thathewali	2,517	156	Shamsinghian { Dhin	521	65
Saga . . .	1,296	163	Siddhowal .	26,597	2,109
Sahawaran *alias* Bundalian.	8,459	3,940	Sikandra . .	2,379	284
			Sikri . . .	2,911	363
Saran	6,242	781	Sil . . .	3,637	454
Shahid Tangaur . .	11,757	1,339	Singhpurian .	69,945	5,216
Shahzadpur . .	31,481	3,282	Subgah . .	875	109
Shamaspur . . .	2,631	620	Todar Majra . . .	2,536	372
Shamgarh . . .	3,199	402	Zaildars of Singhpurian .	4,142	317

No. LXV.

TRANSLATION of an ITTILAH-NAMEH addressed to the CHIEFS of the country of MALWA and SIRHIND on this side of the River Sutlege (May 1809).

It is clearer than the sun, and better proved than the existence of yesterday, that the detachment of British Troops to this side of the Sutlege was entirely in acquiescence to the application and earnest entreaty of the Chiefs, and originated solely through friendly considerations in the British to preserve the Chiefs in their possessions and independence. A Treaty having been concluded on the 25th April 1809 between Mr. Metcalfe on the part of the British Government and Maharajah Runjeet Sing agreeably to the orders of the Right Honorable the Governor-General in Council, I have the pleasure of publishing, for the satisfaction of the Chiefs of the country of Malwa and Sirhind, the pleasure and resolutions of Government contained in the seven following Articles :—

ARTICLE 1.

The country of the Chiefs of Malwa and Sirhind having entered under the protection of the British Government, in future it shall be secured from the authority and control of Maharajah Runjeet Sing, conformably to the terms of the Treaty.

ARTICLE 2.

The country of the Chiefs thus taken under protection shall be exempted from all pecuniary tribute to the British Government.

ARTICLE 3.

The Chiefs shall remain in the exercise of the same rights and authority within their own possessions, which they enjoyed before they were taken under the British protection.

ARTICLE 4.

Whenever a British Force, for purposes connected with the general welfare, shall be judged necessary to march through the country of the said Chiefs, every Chief shall, within his own possession, assist and furnish the British Force, to the full of his power, with supplies of grain and other necessaries which may be demanded.

ARTICLE 5.

Should an enemy approach from [illegible] of con- [illegible] Chiefs [illegible] expel-ling the enemy, act under discipline and obedience.

ARTICLE 6

Any European articles brought by merchants from the eastern districts, for the use of the army, shall be allowed to pass by the thanadars and sirdars of the several districts belonging to the Chiefs without molestation or the demand of duty.

ARTICLE 7.

All horses purchased for the use of the Cavalry Regiments, whether in Sirhind or elsewhere, the bringers of which being furnished with sealed rahdarees from the Resident at Delhi, or Officer Commanding at Sirhind, the several Chiefs shall allow such horses to pass without molestation or the demand of duty.

No. LXVI.

PROCLAMATION addressed to the SIKH SIRDARS, etc., 22nd August 1811.

On the 3rd of May 1809 an Ittalah-nameh, comprised of seven Articles, was issued by the orders of the British Government, purporting that the country of the Sirdars of Sirhind and Malwa, having come under their protection, Rajah Runjeet Sing, agreeably to Treaty, had no concern with the possession of the above Sirdars; that the British Government had no intention of claiming peshcush or nuzzuranah, and that they should continue in the full control and enjoyment of their respective possessions. The publication of the above Ittalah-nameh was intended to afford every confidence to the Sirdars that they had no intention of control and that those having possession should remain in full and quiet enjoyment thereof.

Whereas several zemindars and other subjects of the Chiefs of this country have preferred complaints to the officers of the British Government, who, having in view the tenor of the above Ittalah-nameh, have not attended, and will not in future pay attention to them; for instance, on the 15th June 1811, Dellawer Ali Khan, of Samana, complained to the Resident of Delhi against the officers of Rajah Saheb Sing, for jewels and other property said to have been seized by them, who, in reply, observed: "that the cusba of Samana, being in the omaldery of Rajah Saheb Sing, this complaint should be made to him;" and also on the 12th July 1811, Dussownda Sing and Goormook Sing complained to Colonel

Ochterlony, Agent to the Governor-General, against Sirdar Churrut Sing, for their shares of property, etc.; and in reply, it was written on the back of the urzee, that "*since during the period of three years no claim was preferred against Churrut Sing by any of his brothers, nor even the name of any co-partner mentioned, and since it was advertised in the Ittalahnameh, delivered to the Sirdars, that every Chief should remain in the quiet and full possession of his domains, their petition could not be attended to.*" The insertion of these answers to complaints is intended as examples, and also that it may be impressed on the minds of every zemindar and other subjects that the attainment of justice is to be expected from their respective Chiefs only, that they may not, in the smallest degree, swerve from the observance of subordination. It is therefore highly incumbent upon the Rajahs and other Sirdars on this side of the River Sutlege that they explain this to their respective subjects and court their confidence; that it may be clear to them that complaints to the officers of the British Government will be of no avail, and that they consider their respective Sirdars as the source of justice, and that of their free will and accord they observe uniform obedience.

And whereas, according to the first proclamation, it is not the intention of the British Government to interfere in the possessions of the Sirdars of this country, it is nevertheless, for the purpose of ameliorating the condition of the community, particularly necessary to give general information, that several Sirdars have, since the last incursion of Rajah Runjeet Sing, wrested the estates of others, and deprived them of their lawful possession, and that in the restoration they have used delays until detachments from the British Army have enforced restitution, as in the case of the Ranee of Jeera, the Sikhs of Cholian, the talooks of Karowley and Chehloundy, and village of Cheeba; and the reason of such delays and evasions can only be attributed to the temporary enjoyment of the revenues, and subjecting the owners to irremediable losses. It is therefore by order of the British Government, hereby proclaimed, that if any of the Sirdars or others have forcibly taken possession of the estates of others, or otherwise injured the lawful owners, it is necessary that, before the occurrence of any complaint, the proprietor should be satisfied, and by no means to defer the restoration of the property; in which, however, should delays be made, and the interference of the British authority become requisite, the revenues of the estate, from the date of the ejection of the lawful proprietor, together with whatever other losses the inhabitants of that place may sustain from the march of troops, shall, without scruple, be demanded from the offending party; and for disobedience of the present orders, a penalty, according to the circumstances of the case and of the offender, shall be levied, agreeably to the decision of the British Government.

(Sd.) D. OCHTERLONY,
Agent to Governor-General.

Loodiana, 22nd August 1811.

No. LXVII.

SUNNUD to RAJAH KURRUM SING of PUTTEALA for PERGUNNAHS MAHEELEE, etc., under the Seal and Signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL,—1815.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Kurrum Sing was forward to afford the co-operation of his troops during the late contest, therefore the present Sunnud is granted, conferring on the said Rajah Kurrum Sing and on his heirs for ever, the Pergunnahs of Maheelee, Kuljoun, Buntheera, Koosalla, Chubrote, Kehmullee, Baddayheer, Sangur, Toorasutgowa, Jaubul, and Pallakotee, together with the saeer duties of the same, and all the rights and appurtenances belonging to them in exchange for a nuzzuranah of the sum of one lakh and fifty thousand Rupees; and the said sum having been paid into the Company's Treasury by kists, as agreed upon, nothing further shall ever be demanded on this account The British Government will always protect and support the said Rajah and his heirs in the possession of this territory The Rajah, considering this Sunnud a legal and valid instrument, will immediately take possession of the aforesaid lands, but he must not encroach on any lands beyond the acknowledged limits of the pergunnahs enumerated. In case of war, the Rajah must, on the requisition of the British authorities, furnish armed men and Begarees to join the detachment of British Troops, which may be stationed for the protection of the hill country. He will omit no exertion to do justice,

the ryots; while they, on
true and rightful lord, must
punctually, and be always
lands, and to testify their

loyalty and obedience

20th October 1815.

No. LXVIII.

SUNNUD to RAJAH KURRUM SING of PUTTEALA for the THAKOORAEE OF BUGHAUT and JUGGUTGURH, under the Seal and Signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL,—1815.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Kurrum Sing was forward in affording the co-operation of his troops during the late contest; Wherefore, by order of the Right Honorable the Governor-General, the present Sunnud is granted

to the said Rajah, conferring on him and on his heirs for ever: *1st*—The Pergunnah of Bughaut and the City of Taksal with the first Fort at Sookchinepoor; and the second Fort at the end of the Bazar of Taksal, and the Fort of Tharoogurh; and Pergunnah Parleek-har with the Fort of Ajeergurh; and Pergunnah Keeateen with the Fort of Rajgurh; and Pergunnah Lucherang and Pergunnah Berowlee; and together with these Pergunnahs and the five Forts specified, saeer collections amounting to one thousand eight hundred Rupees, the whole forming a portion of the Thakooraee of Bughaut; also, *2ndly*—The Fort of Juggutgurh with the Pergunnah Juggutgurh and its dependencies, forming a portion of Sirmore, together with all the rights and appurtenances belonging thereto, in exchange for the sum of Rupees 1,30,000, and the said sum having been paid at the Company's treasury, no further demand will ever be made on the Rajah on this account. The British Government will always protect and support the said Rajah in possession of the said lands and the Rajah taking possession of the aforesaid lands shall not encroach on the possession of another. In case of war, the troops stationed by the Rajah for the protection of the said lands shall be sent to join the British Forces. The Rajah will promote the welfare of his ryots, and the ryots on heir part, etc.

(*As in preceding sanad.*)

20th October 1815.

No. LXIX.

SUNNUD to the MAHARAJAH of PUTTEALA, dated 22nd September 1847.

The Right Honorable the Governor-General having resolved to bestow certain lands on the Rajah of Putteala as a mark of consideration for his attachment and services to the British during the late war with the Lahore State, and the Rajah of Putteala having requested that he may at the same time receive a renewed assurance of protection and guarantee of his rights in his former possessions, the Governor-General is pleased to confer this assurance in the form of a Sunnud or Grant as follows, in order that the Maharajah and his successors after him may, with perfect confidence, continue to exercise the same rights and authority in his possessions as heretofore.

The Maharajah's ancient hereditary estates, according to annexed schedule, shall continue for ever in the possession of himself and his successors, with all Government rights thereto belonging of Police jurisdiction and collection of revenue as heretofore. The Maharajah's chaharumains feudatories, adherents and dependants will continue bound in their adherence and obligations to the Rajah as heretofore. His Highness will exert himself to do justice and to promote the welfare and happiness of his subjects, while they on their part, considering the Rajah as their true

ccessors accordingly, and pay the us to promote the cultivation of obedience The Maharajah has relinquished for himself and his successors for ever all right to levy excise and transit duties which have been abolished throughout the Putteala

with such severity as to deter others The British Government will never demand from the Maharajah and his successors and their dependants above named anything in the way of tribute or revenue or commutation in lieu of troops, or otherwise, for the reason that His Highness will ever continue as heretofore sincerely devoted to the service and interests of the British. The British authorities will not entertain complaints of the Maharajah's subjects or dependants, or interfere with the Maharajah's authority. Should an enemy approach from any quarter to this side the Beas or Sutlej for the purpose of conquering this country, the Rajah will join the British Army with his forces and exert himself in expelling the enemy and act under discipline and obedience, and in time of war place the resources of his country at the disposal of the British Government. His Highness engages to have made and to keep in repairs, through his own officers, the military roads through his territory, for the passage of British troops from Umballa and other stations to Ferozepore, of a width and elevation to be determined on by the Engineer Officer charged with the duty of laying down the roads. His Highness will also appoint encamping grounds for British troops at the different stages which shall be marked off, so that there be no claims made hereafter on account of damaged crops.

No. LXX.

TRANSLATION of a SANAD regarding possession of territory granted to the MAHARAJA of PATIALA, by His Excellency the Viceroy and Governor-General of India, dated the 5th May 1860.

Whereas since the day of the rise of the sun of the everlasting British Empire and supremacy in this country of India, the acts of loyalty and devotion to Government of
Zaman, Amir-ul-Umara, Mahar
Narandar Singh Mahindar Bah
said Maharaja on occasions of war and battle, etc., have become fully con-
for these good services and aid and
etc., they have always been disting-
ul British Government by being granted
territory and titles and raised in degrees of honour and dignity. Particularly in the year 1857 A. D during the days of the insurrection and

mutiny of wretched persons the Maharaja Sahib Mahindar Bahadur rendered and displayed worthy and conspicuous services which surpassed his previous achievements. Therefore, in recognition of such approved services, the powerful British Government, by way of Royal favour and kindness, has conferred on the Maharaja Sahib Mahindar Bahadur, some territory and additional title for generation after generation and descendant after descendant. The Maharaja Sahib Bahadur has applied for a renewal of the *sanad* regarding his ancestral territory as well as that granted to him previously and now by the powerful Government. In view of this His Excellency the Viceroy and Governor-General is pleased to approve of the grant of the present *sanad* by way of treaty with the conditions entered below as a memorable document:—

CLAUSE I.

According to the list annexed to this Sanad, the Maharaja Sahib Bahadur and his successors will, in the present and future time, exercise sovereignty, with peace of mind and in perfect security, in accordance with ancient custom, over his ancestral possessions and the dominions bestowed on him by the British Government and consider the territory granted to him by the British Government in recognition of his good services as his ancestral territory with all powers and rights, internal and external. All powers great and small, administrative and criminal and in respect of the produce of revenue, etc., will, as heretofore, remain permanently vested in the power and control of the Maharaja Sahib Bahadur and his successors generation after generation and descendant after descendant in present and in future for ever and in perpetuity; and (his) brothers, Zaildars, Chaharumians (persons entitled to a fourth share), feudatories, Jagirdars and dependants will, according to old custom, obey the orders and commands of the Maharaja Sahib Bahadur and his successors.

CLAUSE II.

The powerful British Government will not demand or exact anything on account of *nazarana*, land revenue, administrative or criminal cesses, compensation on account of troops, etc., or on any other plea whatever, in the present or future, from the Maharaja Sahib Mahindar Bahadur, his successors, dependants, brothers, Zaildars, Jagirdars, Chaharumians or feudatories except as provided in Clause III.

CLAUSE III.

As an additional Royal favour and having regard to the loyalty and devotion of the Maharaja Sahib Mahindar Bahadur the powerful Government desires that this territory should always remain under the sovereignty of this family. Therefore the power of adoption is granted for ever to the said Maharaja Sahib and his successors so that in case there is no lineal descendant, they may, for the purpose of perpetuating the line of Chiefship, adopt a successor, according to their own choice from among the descendants of the Phulkian family. The powerful Government cordially accepts and agrees to this. The powerful Government also grants permission that

in case—may God forbid—the Maharâja on the *masnad* should suddenly die, without leaving a lineal descendant or an adopted successor, the Raja Sahib of Jind and the Raja Sahib of Nabha, in concert with the Commissioner Sahib Bahadur, may select a successor from among the Phulkian family and place him on the *masnad* In that case *nazarana* to the extent of one-third of the income of the State for one year will be paid into the treasury of the British Government by the Patiala State.

CLAUSE IV.

In the year 1847, an agreement regarding the infliction of capital punishment after reference to the Commissioner Sahib Bahadur and the prevention of female infanticide, *sati* and slavery, etc., was obtained from the said Maharaja Sahib That is now cancelled, and absolute power by all means regarding the infliction of capital punishment, etc., in his territory, [illegible] r Baha- [illegible] of the [illegible] l in the [illegible] lur and [illegible] nce with the provisions of the [illegible] ie Hon'ble Court of Directors [illegible] Bahadur will exert himself by every possible means in prom[illegible] ness of his subjects and rec[illegible] injured in the proper way. [illegible] cide, *sati* and slavery, which are opposed to the principles of justice and equity towards the people, in accordance with the provisions of the former sanad. In the event of any person at any time committing the above mentioned prohibited crimes without the knowledge of the officials of the Maharaja Sahib Bahadur, the latter will inflict deterrent punishment on him.

CLAUSE V.

The Maharaja Sahib and his successors will never fail in their faithful and devoted obedience to the Empress, Queen of England, and her successors.

CLAUSE VI.

If at any time any hostile troops with mischievous intention should [illegible] or direction, the Maharaja Sahib [illegible] sincerely and loyally co-operate [illegible] cordance with past practice. He [illegible] resources, in providing supplies, grains, etc., and transport according to the requisitions of British officers.

CLAUSE VII.

Complaints against the Maharaja Sahib from his subjects, Muafidars, Jagirdars, dependants, brothers and servants, etc., will on no account be listened to by the powerful British Government.

CLAUSE VIII.

With regard to internal management and the affairs of brothers, household and relatives, the rules and arrangements made by the Maharaja Sahib Mahindar Bahadur will always be respected and not interfered with by the powerful British Government.

CLAUSE IX.

On the occasion of the construction and repairs of roads in his territory the Maharaja Sahib Bahadur will, in accordance with the written communication of the Commissioner Sahib Bahadur, arrange from his own territory, through *kardars* and officials of Parganas, according to former custom, for the materials required, on payment; and at the time of the construction of a rail-road or other roads, the Maharaja Sahib Bahadur will concede, free of charge, land that comes under the roads in the same way as he has done for the Imperial road.

CLAUSE X.

The Maharaja Sahib Bahadur will always pursue the course of obedience and loyalty to the powerful Government who will likewise continue to uphold his honour, respect, rank and dignity in the manner it is done at present.

List of ancestral territories of Farzand-i-Khas-i-Daulat-i-Inglishia Mansur-i-Zaman, Amir-ul-Umara Maharaja Dhiraj Rajesar Sri Maharaja-i-Rajagan Naraindar Singh Mahindar Bahadur, and of those bestowed formerly and now, annexed to the Sanad granted by His Excellency the Governor-General.

Details of all Parganas, the ancestral property of Sri Maharaja Sahib Mahindar Bahadur:—

Patiala Khas Dastur.
Taluka Mardanpur.
" Kanur.
" Rani Mazra.
" Amirgarh.
" Charthal.
" Sitam.
" Rajpura.
" Amajadgarh.
" Sherpur.
" Bhikhi.
" Tinur, urf Barnala.
" Nahwangadh, urf Dhatodha.

Taluka Buhai.
" Sardulgadh, urf Dhatudhal.
" Akalgadh, urf Mung.
" Karamgadh, urf Kalalun Darba.
" Bakamar Mardana.
" Pinjaur.
" Gobindgadh, urf Bhatghara.
" Ramgadh, urf Karam.
" Sahibgadh, urf Payal.
" Fatehgadh, urf Sarhind.
" Alamgadh, urf Nandpur Kalor.

Territory granted by the powerful Government with all powers and proprietory rights like those for ancestral property.

Villages of Pargana Amrala.	*Vide* sanad, dated 16th May 1815.
Bughat territory with Thakrai with connected Parganas.	*Vide* sanad, dated 3rd September 1815, from Lord Moira, Governor-General.
Keonthal territory with Thakrai and its connected Parganas.	*Vide* sanad, dated 19th September 1815, under the seal and signature of Lord Moira, Governor-General.
Villages of Pargana Changoyan.	*Vide* sanad, dated 12th June 1812, from General Ochterlony. This remained in the Jagir of the late Maharaja during his lifetime. Subsequently on paying Nazarana *amounting* to three *lakhs* of rupees it was bestowed on his successor in perpetuity—*Vide* Chief Commissioner's letter No. 821, dated 29th September 1855.
[illegible]	[illegible] ting to Rs 45,000 [illegible] mber 1847, under [illegible] Governor-General

Pargana Bassi, Mulk-i-Sadar. | Pargana Sahuner.
Pargana Mahla.

Of the above Parganas Rs. 35,000, *vide* Secretary to the Government letter No. 459, dated *17th November 1846, and Parganas 10,000* according to letter from Secretary to the Government No. 58, dated 5th February 1847.

Pargana Marnol, *vide* letter from the Secretary to Government, dated 2nd June 1858, and letter from His Excellency Lord *Canning, Viceroy* and Governor-General, of the same date.

All the administrative and criminal powers and rights of Zaildars, Jagirdars, the commission fees, the ownerless lands, etc, enjoyed by the son of the Maharaja Sahib Mahindar Bahadur, will be enjoyed in perpetuity by the successors of the Maharaja Sahib Mahindar Bahadur.

The Chaharumian and Jagirdars, in accordance with the vernacular order of Mr Edmonstone, date 22nd August 1852.

Sikhan-i-Mahada	Sikhan-i-Rara.
Sikhan-i-Lohari.	Sikhan-i-Kotla.
Sikhan-i-Tabedkat.	Sikhan-i-Balahra, Balahri.
Sikhan-i-Kunarjakh	Badaleh Bhai Bir Singh

The Jagirdars and Zaildars, in accordance with the vernacular order of the Commissioner, dated 27th April 1860, with reference to the letter of the Secretary to Government No. 460, dated 18th November 1857 (?).

Rampuria.	Kotwoona.

The Jagirdars and Zaildars of Bhadore, in accordance with the letter from the Secretary Nos. 1549 and 3712, dated the 2nd June 1858 and 17th June 1859.

The Jagirdars of Khowandan, in accordance with the vernacular order of the Commissioner, dated 4th July 1855.

The Zaildars and Jagirdars of Kimalun, etc., at present under the criminal jurisdiction of the Maharaja Sahib of Patiala and paying commutation fee to the British Government.

Sikhan-i-Kimalun.	Sikhan-i-Balakanur.
Sikhan-i-Dhori.	Sikhan-i-Laknur Sahib.

The Rupa villages are shared by all the three Sarkars (*i.e.*, Patiala, Nabha and Jind).

No. LXXI.

TRANSLATION of a SUNNUD or GRANT of portions of the Pergunnah of Kunoudh and Boodwana, District Jhujjur, and of Elâquah Khumanoon, District Umballa, bestowed upon HIS HIGHNESS the MAHARAJAH OF PUTTIALA by HIS EXCELLENCY EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL OF INDIA.

Preamble.

Whereas the devotion and loyalty of His Highness the Maharajah of Puttiala and of his ancestors have always been conspicuous since the establishment of British supremacy in India, His Excellency the Viceroy and Governor-General, being desirous of marking his high appreciation of those qualities, has been pleased to bestow upon the Maharajah portions of Pergunnahs Kunoudh and Boodwana, of the District of Jhujjur, containing one hundred and ten villages (110), according to vernacular list annexed, assessed at a yearly revenue of ninety-six thousand nine hundred and forty Rupees (96,940), and to accept from His Highness a "nuzzuranah" of nineteen lakhs thirty-eight thousand and eight hundred Rupees (19,38,800). Further, His Excellency has been pleased in like manner to bestow upon the Maharajah the Elâquah of Khumanoon, District Umballa, with the service commutation tax and the right to escheats, and to accept from His Highness a

nuzzuranah of one lakh seventy-six thousand three hundred and sixty (1,76,360) Rupees

It is accordingly ordained as follows:—

ARTICLE 1.

The territories above mentioned are conferred upon His Highness the Maharajah of Puttiala and his heirs for ever.

ARTICLE 2.

The Maharajah and his successors will exercise the same rights, privileges, and prerogatives in these newly acquired territories as His Highness at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

ARTICLE 3.

The Maharajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations with regard to these newly-acquired territories, as were imposed upon His Highness by the terms of the Sunnud, dated 5th May 1860, relating to His Highness' ancestral possessions

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No. LXXII.

TO FURZUND KHAS DOWLUT-I-ENGLISHIA MUNSOOR ZUMAN AMEER-OOL-UMRA MAHARAJAH DHEERAJ RAJESSUR SREE MAHARAJAH RAJEGAN NARENDER SING MAHENDER BAHADOOR, of PUTTIALA, KNIGHT of the MOST EXALTED ORDER of the STAR of INDIA,—1862.

Her Majesty being desirous that the Governments of the several
Pri[illegible] territories should
be [illegible] of their Houses
sho[illegible] sire, repeat to you
the [illegible] unnud under my
signature, dated 5th May [illegible]
tion by Yourself and the futu[illegible]
the ancient Phoolkian Hou[illegible]

recognized and confirmed; and that if at any time any Maharajah of Puttiala should die without male issue, and without adopting a successor, it will still be open to the Rajahs of Jheend and Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkian family; but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Puttiala State shall be paid to the British Government.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 5th March 1862.

No. LXXIII.

AGREEMENT between the BRITISH GOVERNMENT and the PUTTIALA STATE for the construction, maintenance and working of a line of telegraph from Umballa to Puttiala,—1872.

Whereas His Highness Maharaja Rajegan Mohendro Sing Mohender Bahadoor, G.C.S.I., etc., of Puttiala, is desirous of constructing a line of telegraph from Umballa to Puttiala to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Lieutenant-Colonel Robert Murray, Officiating Director General of Telegraphs, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Khalifa Syud Mahomed Hoossein, Meer Moonshee, on the part of the Puttiala State, duly empowered by His Highness the Maharaja of Puttiala on that behalf.

1. The British Government agree to construct for the Puttiala State a line of telegraph consisting of one wire, on the standards to be erected between Umballa and Lahore, from Umballa to Rajpoor, and a one-wire line from Rajpoor to Puttiala, at a cost of Rupees (15,526) fifteen thousand five hundred and twenty-six, more or less; and His Highness the Maharaja of Puttiala agrees to pay the actual cost incurred in the construction of the line, on its being officially reported to His Highness that the Telegraph Office at Puttiala has been established and opened; and His Highness the Maharaja of Puttiala also agrees to defray all expenses and cost on account of the salaries of the signallers, and of the necessary menial servants attached to the Office and peons for the delivery of messages, and to provide free of charge or rent and to keep in good and habitable repair a suitable house or building, to be approved of by the Director General of Telegraphs in India, if necessary, for the accommodation of the Telegraph Office to be established and maintained at Puttiala, and of the *employés* and others considered necessary for the efficient working of it.

2. With the consent of the Lieutenant-Governor of the Punjab, extra wires may at any time be added by the Telegraph Department for the Puttiala State, on terms and conditions to be agreed upon at the time between the Puttiala State and the Government of India

3. This line shall be called the Puttiala Telegraph line, and the materials shall be the property of the Puttiala State But if from any special reason the Puttiala State should at any time deem it proper to abolish the line, it will be necessary for that State to give notice to the Punjab Government six months beforehand for dismantling the line

4. His Highness the Maharaja agrees to pay annually such sums as may be required to keep the line in good repair, together with the sum of Rupees (900) nine hundred only to cover the cost of supervision.

5 The Telegraph Office at Puttiala shall remain open night and day for the receipt and despatch of messages, or during such hours as from time to time may be arranged by the Durbar in communication with the Lieutenant-Governor of the Punjab.

6. The entire proceeds from the line between Umballa and Puttiala shall belong to the Puttiala Telegraph line. The charges on messages delivered at Puttiala for transmission along any British line and the charge levied at any British Telegraph Station for delivery at Puttiala shall include the charge for both lines, and the account between the British Government and the Puttiala State for such messages shall be adjusted quarterly, *viz*, on 31st March, 30th June, 30th September, and 31st December of each year.

7. For the first year, the whole of the receipts for telegrams sent from the Puttiala Office shall appertain to His Highness the Maharaja of Puttiala, and the receipts for all messages sent to Puttiala shall appertain to the British Government; subsequent thereto the Government of India reserves to itself the right at any time, on giving three months' notice on intention thereof, to change the system from that in force during the first year, and to divide the revenues derived from messages sent to and from Puttiala between His Highness and the British Government in proportion to the average distance over which the messages are transmitted.

8. The Telegraph Master, the Signallers, and all officials employed in the Puttiala Telegraph Office shall be officers of the British Telegraph staff; but they shall be natives and not Europeans or Eurasians; and His Highness the Maharaja agrees to pay them regularly month by month such pay as they may be entitled to from their position in the British service.

9. His Highness the Maharaja agrees to apply to the Puttiala Telegaraph line the provisions of the British Telegraph Act, No. VIII of 1860, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

10. His Highness the Maharaja agrees to apply to the Puttiala Telegraph line any rules or regulations that are now or may hereafter be made applicable to lines of Telegraph in British India. The British Government will undertake to furnish the Puttiala State with accurate translations of such Acts, rules and regulations.

11. His Highness the Maharaja agrees that the Puttiala Telegraph line shall be open to the inspection and supervision of the Director General of Telegraphs and of any officer deputed by him for that purpose.

12. The British Government agrees that, whenever the Maharaja shall find occasion to be dissatisfied with any of the officials employed in the Puttiala Telegraph Office and may wish to remove them from office, such officials shall, on His Highness the Maharaja's application, be at once removed, and other officers shall be sent to fill their place as soon afterwards as practicable.

13. Jurisdiction in regard to offences against the Telegraph Act, committed in Puttiala territory by native subjects of the British Government or by subjects of the Maharaja, will be regulated by Clause 4 of the Sunnud dated 5th May 1860, granted to His Highness the Maharaja by the British Government. European British subjects accused of such offences shall be tried in British Courts.

14. The British Government shall furnish, for the information of the Puttiala State, a half-yearly or yearly report embodying all the proceedings of the Puttiala Office showing the total receipts and disbursements, the total number of messages in a classified form, and other necessary facts.

15. In most urgent cases the Puttiala State will, during the pleasure of the British Government, have the power of ordering the line to be cleared.

Signed and sealed at Simla,

On the fourteenth day of August 1872.

| Seal. | Signature of the Meer Moonshee of the Puttiala State. | (Sd.) R. MURRAY, *Lieut-Col.* |
| | Seal. | (Sd.) NORTHBROOK. |

Ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 27th day of August 1872.

(Sd.) C. U. AITCHISON,

Secy. to the Govt. of India, Foreign De

No. LXXIV.

TERMS of AGREEMENT between the BRITISH GOVERNMENT and the STATES of PUTTIALA, JHEEND, and NABHA regarding the Sirhind Canal, executed at Umballa, on the one part, on behalf of the British Government, by MR. GORE OUSELY, COMMISSIONER, UMBALLA DIVISION, duly empowered by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL; and on the other part, on behalf of the Puttiala State, by KHALIFA SYUD MAHOMED HOSSEIN, MEER MOONSHEE, duly empowered by HIS HIGHNESS the MAHARAJA of PUTTIALA; and on behalf of the Jheend State, by SIRDAR TUMUND SING and LALLA MOHUR SING, duly empowered by HIS HIGHNESS the RAJA of JHEEND; and on behalf of the NABHA STATE, by MEER MOONSHEE RAMDYAL and SIRDAR BISHEN SING, Adawluttee, duly empowered by HIS HIGHNESS the RAJA of NABHA,—1873.

1. The project to be drawn out under the exclusive control of the British Government on the general basis of taking the water in the most economical manner to those districts east of the Sutlej to whom it can in an engineering point of view most advantageously be carried.

2. The original designs for the Canal works will be drawn out under the sole direction of the British Government, every possible attention being given to the wishes of the Governments of the other States concerned as to the precise direction and position of the Canals, &c., consistently with sound engineering principles.

3. On the final settlement of the project the share of the water-supply to be allotted to the Branch Canal shall be determined on the general basis of giving a fairly equal proportion to all the districts traversed by the entire system of canals, having regard to the lands that will actually be capable of receiving irrigation from them.

4. In the subsequent part of this Agreement the Ubohur and Bhuttinda branch canals [illegible]
Central, and th [illegible]
the Puttiala br [illegible]
tiala State.

5. Water shall be distributed, if required and so far as practicable, from the British branch canals rateably to all villages along their courses whose

lands can be advantageously irrigated therefrom, whether those villages are under British jurisdiction, or that of any other State.

6. Similarly on the Puttiala branches the distribution shall be made rateably to all villages, whether belonging to the Puttiala or any other State.

7. The land required for the canals and works in connection with them shall be made over by the Government of each State traversed according to its own usage, all payments of compensation being made by the British Government in accordance with the regulations in force in the several States, and the amount being dealt with as a part of the general expenditure on the canal works.

8. Compensation will be paid for any building or house injured by the works.

9. The entire cost of the main canal, inclusive of original surveys and the preparation of the project, shall be borne by the British Government and Native States concerned in proportion to the water-supply allotted to each; but the whole cost of the Puttiala branches shall be borne entirely by the States concerned in similar proportion.

N.B.—Puttiala paid the expense of the preliminary surveys and project incurred in 1862. This will be added to the general cost of the whole project and be shared by all the parties concerned.

10. Each State will defray the entire expenditure on its own rajbuhas, which will be designed (unless otherwise mutually agreed upon) as far as possible so as to provide separately for the lands of the several States, and will be specially assigned to the States by the British Government which will determine all doubtful points relating to this assignment.

11. The States interested in the Puttiala branches concerned shall supply annually, to meet the cost of construction while the works are in progress, a proportion of the estimated annual outlay on the main canal equal to the share of the entire water-supply allotted to those branches, as well as the whole of the funds required for those branches in shares proportioned to the quantity of water allotted to each.

12. On the completion of the works an account will be drawn out by the British Government of the actual expenditure on those portions of the project of which the cost is to be defrayed proportionally by the several Governments, and a final statement will be prepared of the exact sum due from the several States concerned, when each State will pay or receive back any difference between its actual payments year by year and its ultimate share of the cost.

13. The above account of total cost will include the charges for the original surveys and proper charges for establishments, &c., whether incurred by the British or any of the other Governments concerned; and credit will be given to every State for payments made by it directly.

14. Copies of such parts of the British accounts of the expenditure on construction will be furnished periodically to the Governments of the several States concerned, so far as may be desired by them.

15. The several States concerned shall pay to the British Government an annual sum as seigniorage on the Sutlej water supplied to the Puttiala branches in shares proportioned to the quantity of water allotted to each

16. The seigniorage to be paid by the States interested in the Puttiala branches in consideration of the water supplied to them by the British Government will be at a rate not exceeding four annas per acre

17 The sum to be paid annually will be calculated on the area actually irrigated during the year by the British branches of the canal, and in proportion to the relative volumes of water passing at the time down the British and Puttiala branches respectively, that is to say, if, with 2,000 cubic feet per second passing down the British branches, 200,000 acres have been irrigated, and 1,000 cubic feet per second have been at the same time discharged in the Puttiala branches, the seigniorage to be 100,000 acres at four annas, equal to Rupees 25,000

N.B—The area irrigated will be the actual area, *i e*, an acre of double crop land will not be reckoned as two acres

18. No seigniorage will be demanded so long as the British canals yield no profit, and as long as the profits from the British branches shall be so small as would render the seigniorage rate of four annas per acre unduly high, such seigniorage shall be proportionately reduced to one, two, or three annas per acre at the discretion of the British Government.

The British Accounts Department will determine when the canals yield profit.

19 The first payment of seigniorage will be demanded on the eleventh year after the admission of water into the Puttiala branches.

20. In cases of any falling off in the annual supply of water entering the main canal channel, the British Government and the other States will share the actual supply according to the original proportion fixed, and the other States shall have no claim for compensation from the British Government on account of any such reduction of the supply.

21. The gauge registers at the regulating head of the British and Puttiala branches shall be held to give authoritative data for calculating the quantity of water supplied.

22. No State will have any claim against the British Government on account of water *escaping unused from the branches, because it is not re*quired or used in their territories Should the British Government realize any income from the surplus (unused) water of the Puttiala branches, the States concerned shall be entitled to claim a remission of seigniorage in proportion to the income so derived.

23 The several States shall pay the same share of the annual charges for maintenance of the main canal as they pay of the first cost of that portion of the works.

24. The original construction of the Puttiala branches, with their collateral works, including rajbuhas, shall be carried out exclusively by the British Government under its own officers, as in the case of the main canal and the British branches.

25. Subsequent to the admission of water, the management of the main channels of the Puttiala branches and their connected works shall rest entirely in the hands of the British Government, but all expenses of maintenance of these channels shall be defrayed by the several States in shares proportioned to the quantities of water allotted to each.

26. The management and distribution of water from rajbuhas and all other arrangements connected therewith shall be under the control of, and the whole of the costs of maintenance and management of the rajbuhas shall be defrayed by, the States to which they respectively belong.

27. The details of superintendence, powers of local officers, and other matters connected with management, shall be settled by the Punjab Government with the States concerned, subject to the confirmation of the Supreme Government.

28. Offenders against Canal Regulations in villages irrigated from the Puttiala or British branches, or bordering on Puttiala or British branches shall be made over by the Canal Officers for infliction of penalties to the officers of the Government in whose territory those villages are situated, a right of reference to the Punjab Government being allowed in case of any dispute or difference of opinion.

29. Each State shall be bound to give a right of passage through its lands for any water channel, large or small, when required by any other of the States concerned, the only compensation claimable from the State to which such water-course belongs being the value of the land occupied and the property thereon. The supervision of rajbuhas and other minor channels thus made shall remain with the Government to which they belong as in the case of other similar works within its own territories.

30. In case of dispute between any two States as to the amount of compensation to be paid on account of land taken up, or any other matter under this agreement, the amount of compensation or dispute shall be determined by an officer appointed by the British Government.

31. The tolls levied on boats, rafts, etc., navigating the canals shall be the same on all the channels, whether those channels belong to the British or any other State.

32. No transit duties on goods passing along the canals shall be levied by any of the Governments concerned. This will not prevent the levy of customary duties on goods or merchandize *landed* from boats, etc., plying on the canals for consumption in towns, etc.

33. The amount of toll levied on through traffic shall be shared between the British Government and the States concerned, in proportion to the distance traversed on the channels belonging respectively to each.

34. A share of the navigation tolls of the main canal shall be allotted to the States concerned in proportion to their share of the entire water-supply.

35. In all other cases the tolls shall belong to the State in exclusive possession of the channels traversed

36 The navigation tolls to be credited to the States concerned in the Puttiala branches thus consist of three portions :—

1st.—Share of tolls on the main canal.

2nd.—Share of "through" traffic tolls between the British and Puttiala branches.

3rd.—All tolls on boats, etc., navigating the Puttiala branches exclusively. The amount will be shared by the States concerned in proportion to the shares of the first costs of the channels defrayed by each respectively.

37. A share of the value of miscellaneous produce such as wood, grass, etc, on the main canal shall be credited to the Puttiala branches in proportion to the share of the water-supply allotted to them.

38. The above share of produce on the main canal with the whole of the value of similar produce on the Puttiala branches (not including rajbuhas) will be shared by the States concerned, in proportion to their shares in the first cost.

39. Each State will supply annually, as required, the whole of the funds for maintenance of the work, etc, appertaining to its own territory, as well as a share of the estimated cost of maintenance of the branches, *plus* the portion of the maintenance expenses of the main canal referred to in paragraph 23 : these last in shares proportioned to their shares in the first cost.

40. The British Government reserves to itself the right of extending or altering the canal at any future time in any way it pleases, on the understanding that the share of the water first assigned to the Puttiala branches, and the other rights
be interfered with
And the expenses c
proportion to the advantages expected to accrue from such action to any of the parties concerned under this agreement.

41. So long as the original construction of the Puttiala branches shall be in progress, it shall be the duty of the officers in charge to pay due attention to any representations of the Chiefs of the States concerned or their officers, and to carry out their wishes as far as may be practicable or advisable.

42. In consideration of the advantages given by the canal from the Sutlej, the Puttiala State will allow
do so, to take a small water-course fr
ment and town of Umballa, the wa
per second. A proportion of the charge for seigniorage on the Sutlej water shall be remitted to compensate for the grant of the Guggur water

if this water-course be made; no other claim to lie against the British Government in connection with the construction of the water-course.

43. In case of any difference of opinion arising between any officers of the States concerned and the British Canal Officers on any matter relating to the management of the canal, it shall be referred to the Lieutenant-Governor of the Punjab, whose decision shall be final. If any difference of opinion shall arise between any of the States concerned and the Lieutenant-Governor of the Punjab, as to the construction of this agreement, a reference may be made to the Governor-General in Council, whose decision shall be final.

44. It shall at any time be competent for the British Government to resume the entire management of the canal works or irrigation in the territories of any of the States concerned, if it shall consider that that State has not properly fulfilled the obligations which attach to the discharge of the duties which will devolve on it under the arrangement detailed above.

45. These obligations may be summed up as follows:—

1st.—Complete regularity in the payment of the salaries of all persons employed on the canals and in the provision of the funds necessary for carrying out the works which will be needed for the proper maintenance of the canals.

If from any want of proper attention on the part of any of the States concerned, the British Government is at any time forced to advance money for the due performance of works or payments of salaries, etc., which will properly fall on that State under these arrangements, then the British Government must be understood to have the right to take complete charge of the whole administration of the canal, channels, and irrigation pertaining to that State, and to retain them under its own officers until the evil complained of be corrected and matters be placed on a sound footing. But in such case, out of the income from the canal after deducting expenses any surplus which may accrue shall be made over to that State concerned in whose territory such administration may have been assumed.

2nd.—Complete impartiality in the distribution of the water among the villages along the canals, so that the British villages and those of other Native States shall, if required, share the water equally with the villages of the States concerned; also an equal administration of justice to all persons over whom the officers of the States concerned may exercise jurisdiction, so that the subjects of the British Government or of any Native State shall be dealt with according to the same principles of law as are respected by the officers of the British Government.

3rd.—Ready and friendly compliances on the part of the Governments of the States concerned with those requests of the Punjab Government and its superior officers, who have chief charge of the Irrigation Department in the Punjab, which shall be declared by them to be essential for the proper maintenance and satisfactory working of the canals as a whole,

The Governor-General in Council will at all times be ready to receive any representation from the Government of any of the States concerned, if that Government considers that the spirit of the present proposals is from any cause not fully acted up to by the officers of the Punjab Government on whom the immediate duty of carrying them out will devolve.

Executed at Umballa this eighteenth day of February 1873

(Sd) GORE OUSELEY,
Commissioner, Umballa Division.

Seal. (Sd) NORTHBROOK.

Ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the twenty-sixth day of March 1873

(Sd.) C. U. AITCHISON,
Secretary to the Government of India,
Foreign Department

Similar engagements were entered into by the Chiefs of Jind and Nabha.

NO. LXXV.

FINAL WORKING AGREEMENT OF SIRHIND CANAL BETWEEN THE IMPERIAL GOVERNMENT AND THE SIGNATORY STATES,—1903-1904

CONVENTION AND WORKING AGREEMENT.

Details of superintendence, powers of local officers, and other matters connected with the management of the main channels of the Patiala Branches, Sirhind Canal, and their connected works which require to be settled by the Punjab Government with the States concerned, subject to the confirmation of the Supreme Government under Clause 27 of the Terms of Agreement of 1873 regarding the Sirhind Canal.

1. The Patiala Branches of the Sirhind Canal and their connected works will form one Executive charge hereinafter called the Patiala Division, Sirhind Canal, and the Establishment of the said Division will, as laid down in Clause 25 of the Terms of Agreement, work entirely under the orders of the British Government.

opinion be necessary for the purpose of repairing or preventing such accident. Compensation will in every such case be tendered to the proprietors or occupiers of the said lands for all damages done to the same, and if such tender be not accepted, the matter will be referred to the State which owns the said lands, in order that compensation may be awarded in accordance with Clause 7 of the Terms of Agreement for the Sirhind Canal.

6. The Officers of either of the Signatory States will in like manner have power to enter on lands outside the limits or boundaries of any Distributary owned by such State in case of any accident happening or being apprehended to the said Distributary, and to execute all works which may be necessary for the repair or prevention of such accident, whether the lands in question belong to the British Government or to any other Signatory State. Compensation will in every such case be tendered to the proprietors or occupiers of the said lands for all damages done to the same; and if such tender be not accepted, the matter shall be referred to the British Government or to the State concerned, as the case may be, for disposal in accordance with Article 7 of the Terms of Agreement.

7. In order to ensure the dis[illegible] tion to the respective shares of [illegible] breaches in the lower portions of [illegible] sudden closure of the upper Distributaries, the entire control of the supply [illegible] the Officers of the [illegible] entering the head [illegible] Government, rest [illegible] be known that the State possesses such an Establishment as will enable it to satisfactorily comply with the following indispensable conditions :—

(*a*) The supply in the Distributary shall never exceed a certain maximum gauge which will be determined from time to time by the Executive Engineer, Patiala Division.

(*b*) During periods of insufficient supply the Distributary shall be closed completely and so as to avoid leakage at the head for such periods as may be prescribed by the Executive Engineer, Patiala Division.

(*c*) In the event of a breach in the Distributary or of a sudden cessation in the demand, the supply entering the head shall not be shut off to such an extent as may cause a rise of the supply on the Canal gauge next below the head of the Distributary in excess of the limit which may be from time to time prescribed by the Executive Engineer, Patiala Division. Should a further reduction of the supply be required, the person in charge of the regulation shall report at once to the nearest Canal subordinate, and await his instructions or a lowering of the supply.

(*d*) The person in charge of the regulation of the supply to a Distributary shall maintain a correct record of the gauges in the head reach of the Distributary and of the Canal gauges in the vicinity, when these are

not recorded by a servant of the Executive Engineer's Establishment. Copies of the gauge registers shall be sent daily to the Executive Engineer, and the register shall be at all times available for the inspection of the Executive Engineer and his subordiate officers.

8. If the regulation of the supply entering a Distributary be not carried on in strict accordance with the conditions prescribed in the preceding article, the Executive Engineer, Patiala Division, will at once report the matter to the State concerned, and if the State fail to notice his representation or to make satisfactory arrangements for more efficient regulation, the Executive Engineer shall resume the regulation of the supply to all the Distributaries owned by the State concerned, or to as many of them as he may consider necessary. In all such cases a report of the circumstances shall be made by the Executive Engineer to the Chief Engineer, through the Superintending Engineer of the Circle. The orders of Chief Engineer shall be final, and in the event of the Executive Engineer's action being confirmed the control of the supply to the Distributaries concerned shall not be restored to the State without his permission.

9. The requirements of the State in each of their respective Distributaries will be communciated to the Executive Engineer, Patiala Division, at suitable intervals in the form of a requisition or indent, stating the depths of water and corresponding supplies required at the head of each Distributary. If sufficient water be available, the Executive Engineer will pass into each Branch the full supply required to meet all indents in full. If the supply be insufficient, he will either reduce the supplies or depths asked for in each Branch, so as to give to each its proper share of the actual supply, or he will arrange to close or reduce the supply to one or more Branches for a suitable interval, and in rotation so as to run the others with the full supply indented for, or as near to the indent as may be practicable. The method to be adopted in the distribution of the supply between the Branches will depend on the exigencies of the irrigation and the wishes of the States concerned, which the Executive Engineer will consult as far as possible.

10. When the supply available is not sufficient to meet all indents in full, the Executive Engineer will scrutinize the indents submitted by each State, and when necessary will make such a reduction in the aggregate indent of either of them as may bring it within the limit of the established proportion of the available supply to which it is entitled, *viz.* :—

Patiala	83·6	per cent.
Nabha	8·8	„
Jind	7·6	„

in the same manner as laid down in Clause 20 of the Terms of Agreement for the distribution of supplies between the British and Patiala Branches.

11. Reductions of indents under the preceding articles will not, as a rule, be made in the quantity of water applied for in particular Distributaries

(except when these quantities will cause an excess of the maximum permissible gauge), but in the time during which the Distributaries shall be permitted to remain open Thus if the aggregate indent of a State amounts to 200 cubic feet for a period of ten days and the supply available will allow 160 cubic feet only, the Distributaries may be run to the full extent of the indent for eight days, and closed during two. The Executive Engineer will determine and intimate to the States the necessary durations of such closures.

12. The distribution of the supply for each indent period must be settled on its own basis, and the fact of a State having indented for less than its full share in previous periods will not entitle it to more than its due share in a given period Similarly, if a State does not take its full or sanctioned share in any day of a period, it will not on this account be entitled to more than its share on any other day during the same period

NOTE —This article relates only to cases in which a State has not taken on a particular day or for a particular period the full gauge allowed by the Executive Engineer. It will not affect the arrangement of closures ordered by the Executive Engineer, under which a State may be given less than its share for one day or period, and more than its share for a subsequent day or period

13 The Executive Engineer, Patiala Division, will, as soon as possible after the receipt of an indent, inform the State concerned of the orders passed thereon, and of the reasons for any modifications or reductions. In such orders the particular days or periods during which closures of particular Distributaries are to be enforced should be clearly stated.

14 The gauge registers for the heads of the several Distributaries will be held to give authoritative data for calculating the quantity supplied to them, subject however to such tests and verification as the Executive Engineer may deem necessary.

15. These gauge registers will be carefully maintained in bound books by the Executive Engineer, Patiala Division, and will show for each day—

(*a*) The gauge indented for and that allowed by the Executive Engineer on the State indent, when the indent has been modified.

(*b*) The
immediately
in which the
actual height of the gate opening

(*c*) The volume discharged.

(*d*) The reasons for the allowed indents not being complied with in full.

At the close of each month the daily discharges will be totalled.

16. In another bound book the total discharges of the Distributaries for each month will be abstracted and compared with the total or daily

discharges at the head of the Patiala Branch (First Feeder), and with the discharge to which each State would be entitled at the established proportion, after deducting for loss in the Branches. For this purpose the Distributaries belonging to each State will be grouped together, and the aggregate of their discharges shown. Differences between the actual discharges and those calculated on the established proportions will be duly explained.

17. A copy of this monthly abstract will be sent by the Executive Engineer, Patiala Division, to the Superintending Engineer of the Circle as soon as possible after the close of each month, and it will be the duty of the Superintending Engineer to scrutinize these returns carefully, and to *satisfy himself that the principle of proportionate distribution is attended to* by the Executive Engineer. The Executive Engineer will also send a copy to each of the Signatory States if requested to do so.

18. Complaints on the part of a Signatory State regarding the distribution of water will be addressed to the Superintending Engineer of the Circle and sent through the Executive Engineer, Patiala Division, who in forwarding the complaint will attach his explanation to it. The Superintending Engineer will communicate his decision on the subject to the State and an appeal will lie to the Lieutenant-Governor of the Punjab under Clause 43 of the Terms of Agreement.

19. The Officers of the Patiala Division will have power to observe discharges in the Distributaries of the Signatory States, and to do all things needful to ascertain the volumes of water passing into the said Distributaries. The States to whom the Distributaries belong will be bound to provide funds for the construction of discharge sites, gauges, and any other works which the Executive Engineer, Patiala Division, may consider necessary for the actual measurement of the said discharges.

20. The Signatory States will be bound to make arrangements for the supply of labour for urgent works, delay in the execution of which would endanger the safety or efficiency of the Patiala Branches. The names of the villages which are to supply labour, the number of labourers to be supplied by each village, the names of the responsible persons, who shall be addressed when labour is required to be collected, the rate of wages, and other details will be settled by the States in communication with the Superintending Engineer of the Circle, and the arrangements will be such as will ensure the labour being promptly supplied on the requisition of the Executive Engineer of the Patiala Division, or of the Sub-Divisional Officers.

21. British villages commanded by the Distributaries of a Signatory State will be entitled to a share of the supply sufficient for the irrigation of the same percentage of the area commanded as may be allowed in other villages on the same Distributaries, subject to the following conditions :—

(*a*) The regular payment of all charges for water supplied whether for irrigation or other purposes, subject to the conditions of Article 23 of this Convention.

(*b*) The due observance of such rules and regulations for the distribution of the supply, maintenance of watercourses, etc., as may be made by the State, and are in accordance with the Canal Act and Rules passed under it.

(*c*) Abstention from wilful or malicious damage to the State Distributary or its connected works, or from interference with the officers or servants of the State in the discharge of their legitimate duties.

(*d*) The supply of a fair and reasonable number of labourers in the event of a breach of the banks of the Distributary or other accident within the boundaries of the villages concerned.

In the event of either of these conditions not being fully complied with, the State owning the Distributary may make a representation on the subject to the Executive Engineer, Patiala Division, who will at once proceed to enquire into the matter and will pass such orders as may be appropriate. Cases of offences under Section 70 of the Canal Act will be tried by the Executive Engineer in his capacity as a Canal Magistrate under that section.

In the event of a general or persistent disregard of the above conditions the State concerned may, after communication with the Executive Engineer, reduce or withdraw the supply assigned to the village in question, provided that the supply shall not be reduced or withdrawn during the currency of a crop, and that no outlet shall be closed or removed for a longer period than one year or two harvests without the concurrence of the Local Government.

22 The Executive Engineer will be the medium for all communications on matters relating to the Canal between the States and the British villages irrigated from the Patiala Branches The States will address him when they find reason to complain regarding the action of the villagers, and he will take such action as may appear necessary in each case, keeping the States informed of the final orders passed by him. Similarly, complaints on the part of the villagers will be addressed to him, and he will, after due investigation, send on to the States concerned cases which appear to require action on the part of the State; the final orders passed by the State in each case will be communicated to him.

23 The charges for water supplied to British villages from the Patiala Branches, whether for irrigation or for other purposes, are not to exceed the charges which are leviable under the schedule of rates in force on the British Branches for water supplied from those Branches to villages of the British and Signatory States The Superintending Engineer of the Circle will supply each State with a schedule of the rates in force on the British Branches for irrigation from Canals and Escapes, and for supply of water for other purposes, and will communicate any alterations in the said schedule that may from time to time be sanctioned by the British Government.

24. The Executive Engineer, Patiala Division, will be the sole Agent through whom the sums due from British villages irrigated from the Patiala Branches are to be recovered, and the States will refrain from attempting to collect money direct from the inhabitants of British villages, except as provided in Article 26 of this Convention.

25. The procedure for the recovery of water-rates on account of irrigation in British villages from the Patiala Branches will be as follows :—

(*a*) If the measurements of the land irrigated are made by the officials of a Signatory State, it will be the duty of these officials to inform the Executive Engineer, Patiala Division, of the dates on which the measurements will be made. The Executive Engineer, Patiala Division, will then give due information to the Deputy Commissioners of the Districts concerned, who will issue orders to the Lambardars and Patwaris to attend the measuring parties. On completion of the measurements the official of the State will hand over the "parchas" to the Lambardars for distribution to the villagers and make out the Demand Statements, which will be forwarded through the Executive Engineer, Patiala Division, to the Deputy Commissioners of the Districts concerned, who will collect the revenue as assessed.

(*b*) The villagers may lodge any complaints within the prescribed period either with State officials or with the Executive Engineer, Patiala Division, or with the Deputy Commissioner. The two latter officers will forward any objections so received to the State for due inquiry. If remissions be granted, the State officials will forward the usual Remission Statements, through the Executive Engineer, Patiala Division, to the Deputy Commissioner, who will take the necessary action. The amount due as fees to Lambardars which shall equal 3 per cent. on the amount to be collected, will be shown on the "Khataunis" which will be forwarded through the Executive Engineer, Patiala Division, to the Deputy Commissioner. The Deputy Commissioner will, after making the necessary deductions on this account, remit the balance of the demand to the several States concerned.

No retrenchment will be made by any Signatory State from the amounts due as fees to Lambardars on account of non-fulfilment of the conditions laid down in Rule 37, passed under Act VIII of 1873, but the State will duly report to the Deputy Commissioner, through the Executive Engineer, Patiala Division, cases in which those conditions have not been complied with to its satisfaction, and the Deputy Commissioner will take such action as he may consider necessary, of which the States concerned will be duly informed.

(*c*) The Executive Engineer, Patiala Division, will, if requested to do so by a Signatory State, undertake to record and measure the irrigation in British villages from the Patiala Branches, subject to such conditions as regards payment by the State of the cost of the Establishment required and other matters as may be approved by the Punjab Government.

(*d*) The Punjab Government reserves to itself the right of deputing Patwaris to attend the State measurements in British villages irrigated from the Patiala Branches, who will take a copy of the State Khasra or measurement paper, will make out the Demand Statements and prepare and distribute the "parchas." In this case the procedure prescribed in Clauses (*a*) and (*b*) will be so far modified that the State officials will not make out the "parchas" or the Demand Statements, but will merely forward to the Deputy Commissioner through the Executive Engineer, Patiala Division, an abstract of the demand, or "Jamabandi" for each village, while in addition to the deduction for Lambardars' fees of 3 per cent on the amount to be collected, a further deduction of 2 per cent will be made for the remuneration of the Patwaris employed.

26. Demand Statements for the recovery of charges other than water-rates from British villages irrigated from the Patiala Branches will be sent by the States to the Executive Engineer, Patiala Division, who after satisfying himself of their correctness, will forward them to the Deputy Commissioner of the District concerned for realization, provided that in cases in which the villagers do not dispute the claim, they shall be permitted to pay such demands to the officials of the State concerned. All amounts collected by the Deputy Commissioner on account of charges other than water-rates shall be remitted to the Signatory States connected in the same way as provided in the case of water-rates

27. The Signatory States will, after the close of each year ending 31st Marc[illegible]cal Agent, Phulkian States, to the Super[illegible]anal, for inclusion in the annual Revenue [illegible] returns showing the working of the Distributaries of the Patiala Branches, during the past year in the respective States.

The returns will be in such forms, will contain such information, and will be forwarded on such dates as may from time to time be prescribed by the Punjab Government In like manner the Punjab Government will forward to the Signatory States similar returns and annual reports relating to the British Branches and Distributaries.

28 The foregoing stipulations will remain in force until modified or added to with the consent of the Punjab Government on the one part, and the Signatory States concerned on the other part. It will be open to the Punjab Government and to any one or more of the Signatory States to propose such modifications and additions as may from time to time be found desirable, provided that they shall be binding only on the assenting parties and shall not be prejudicial to the interests of any non-assenting Signatory State.

Schedule showing Establishment to be employed in the Patiala Division, Sirhind Canal, referred to in Article 3 of the Working Agreement of the Sirhind Canal between the Imperial Government and the Signatory States.

Rank.	Number.
Executive Engineer	1
Sub-Engineers	2
Sub-Overseers	8
Accountant	1
Clerks	7
Draftsman	1
Hospital Assistants	3
Signallers	8
Mistri	1
Gauge Readers	4
Sowars	2
Duffadars	3
Barkandazes	16
Jamadar	1
Peons	6
Watchmen	54
Dâk Runners	36
Hospital Coolies	3
Bhistis	2
Sweepers	5

WITNESSES :

1. (Sd.) GOKAL CHAND,
Deputy Foreign Minister,
Patiala State.

2. (Sd.) SUNDER SINGH (in Ver.),
Assistant Foreign Minister.

(Sd.) ABDUL MAJID KHAN,
Col.,
Foreign Minister, Patiala State.

WITNESSES :

1. (Sd.) UMRAO BEG (in Ver.),
Ahalkar-i-Ala, Jind State.

2. (Sd.) BRIJ NARAIN (in Ver.),
Ahalkar-i-Ala, Jind S

(Sd.) SHAMSHAR SINGH,
Ahalkar-i-Ala, Jind State.

WITNESSES:

1. (Sd) BISHAN SINGH (in Ver.), *Canal Agent, Nabha State.*

2. (Sd) SALIGRAM VARMA, *Deputy Foreign Minister, Nabha State.*

(Sd.) PARABH DYAL (in Ver.), *Foreign Minister, Nabha State*

WITNESSES:

(Sd) J. E. KENTHACK, *Executive Engineer, Public Works Department, Irrigation Branch, Punjab.*

The 12th August 1903.

(Sd) R. P. RUSSELL, *Under-Secretary to Government, Punjab, Public Works Department, Irrigation Branch.*

The 12th August 1903.

(Sd.) J. BENTON, *Secretary to Government, Punjab, Public Works Department, Irrigation Branch*

The 12th August 1903.

APPROVED and confirmed by the Government of India.

By order,
(Sd) LOUIS W. DANE,

Secretary to the Government of India in the Foreign Department.

FORT WILLIAM;
The 23rd February 1904.

No. LXXVI.

Postal Convention for the Exchange of correspondence, parcels, insured and value-payable articles, money orders and India Postal notes, between the Imperial Post Office of British India and the Post Offices in the territories of His Highness the Maharaja of Patiala,—1884.

Article 1.

There shall be a mutual exchange of correspondence, parcels, money orders and India postal notes between the Imperial Post Office of British India, hereinafter termed the "Imperial Post," and the Post Offices in the territories of His Highness the Maharaja of Patiala, hereinafter termed the "Patiala State Post." This exchange, which shall also include registered, insured and value-payable articles, shall be governed by the rules given in the Indian Postal Guide for the time being. The term "correspondence" shall include letters, post-cards, newspapers, and book and pattern packets.

Article 2.

There shall be two *Offices of Exchange, viz.*, the *Imperial Post Office* at Umballa, on the side of British India, and the Patiala State Office at Patiala, on the side of the Patiala State. These Offices of Exchange shall alone be authorised to deal with articles giving rise to accounts.

Article 3.

Indian postage stamps, post-cards and embossed envelopes overprinted with the words "Patiala State" shall be supplied on indent by the Government of India to the Patiala State at cost price. They shall be sold by the Patiala State to the public at the value marked on each postage stamp, post-card or embossed envelope. Indian postage stamps, overprinted with the word "Service," in addition to the words "Patiala State" shall also be supplied on indent by the Government of India to the Patiala State at cost price, and these overprinted stamps shall be used solely for the purpose of prepaying correspondence on the service of the Patiala State posted in that State.

Article 4.

These overprinted postage stamps, post-cards, and embossed envelopes, overprinted with the words "Patiala State" shall alone be used in the Patiala State for the prepayment of INLAND correspondence, and they shall be recognized by the Imperial Post only when attached to inland correspondence posted within the limits of the State of Patiala.

ARTICLE 5.

The rates of postage, fees or commission charged by the Patiala State Post on all classes of correspondence, paid and unpaid, registered and unregistered, insured and value-payable, on all parcels, and on all money orders, and on all India postal notes, shall not be in excess of the rates charged by the Imperial Post.

ARTICLE 6.

Responsibility for articles insured, and for payment of compensation under the rules given in the Indian Postal Guide for the time being, shall rest with the Imperial Post Office while the articles concerned are in its custody; and with the Patiala State while the articles concerned are in its custody.

ARTICLE 7.

Articles of all kinds superscribed "On Postal Service," and franked by the signature and official designation of an officer of the Imperial Post or an officer of the Patiala State Post, shall be exchanged free of all charge as respects postage.

ARTICLE 8.

The Government of India shall bear the cost of conveying mails within the limits of British territory, and the Patiala Darbar shall bear the cost of conveying mails within the limits of the State of Patiala. But the Imperial Post shall be entitled to the free conveyance of mails over postal lines in the Patiala State, whether such mails be intended for transmission to a Patiala State Post Office or an Imperial Post Office, and similarly the Patiala State Post shall be entitled to the free conveyance of mails over Imperial postal lines whether such mails be intended for transmission to an Imperial Post Office or a Patiala State Post Office.

ARTICLE 9

Inland correspondence, registered and unregistered, received from the Patiala State Post, fully prepaid with the overprinted postage stamps described in Article 3, including correspondence prepaid by Patiala State Service Stamps, shall be delivered in British India free of all charge on account of postage.

ARTICLE 10.

Inland correspondence received from the Patiala State Post, not fully prepaid with the overprinted postage stamps described in Article 3, shall be treated by the Imperial Post as though originally posted in British India, and charged on delivery with the usual rates for inland unpaid postage, which shall be retained by the Imperial Post.

ARTICLE 11.

Fully prepaid inland correspondence, registered and unregistered (including correspondence prepaid by service stamps), transferred by the Imperial Post, shall be delivered by the Patiala State Post, free of all charge on account of postage.

ARTICLE 12.

On inland correspondence, not fully prepaid, transferred by the Imperial Post for delivery through the Patiala State Post, the latter shall retain the postage it realizes.

ARTICLE 13.

Unclaimed and refused inland correspondence shall be exchanged in both directions, but the exchange shall be accompanied by no accounts.

ARTICLE 14.

Fully prepaid foreign correspondence addressed to any place in the Patiala State, shall be delivered by the Patiala State Post free of all charges on account of postage; but if such correspondence be unpaid or insufficiently paid, it shall be delivered on payment of the amount *taxed thereon by the Imperial Post;* and the amount so collected shall be remitted to the Imperial Office of Exchange (Umballa).

ARTICLE 15.

On foreign correspondence posted in the Patiala State postage can only be prepaid by means of Imperial postage stamps, not bearing the overprint "Patiala State." Postage stamps overprinted with the words "Patiala State" shall not be recognized in payment of postage on foreign correspondence.

ARTICLE 16.

Prepayment of inland parcel postage between the Imperial Post and the Patiala State Post, in both directions, shall be compulsory.

ARTICLE 17.

Inland parcels, received from the Patiala State Post, shall be delivered in British India free of all charge on account of postage.

ARTICLE 18.

Inland parcels, transferred by the Imperial Post for delivery through the Patiala State Post, shall be delivered free of all charge on account of postage.

ARTICLE 19.

Fully prepaid foreign parcels, addressed to any place in the Patiala State, shall be delivered by the Patiala State Post free of all charge on account of postage; but if such parcels be unpaid, they shall be delivered on payment of the amount *taxed thereon by the Imperial Post,* and the amount so collected shall be remitted to the Imperial Office of Exchange (Umballa).

ARTICLE 20.

Prepayment in cash of postage, at the rates published in the Indian Postal Guide, is compulsory in the case of all foreign parcels posted in Patiala. The postage so collected shall be remitted to the Imperial Office of Exchange (Umballa).

ARTICLE 21.

The Imperial inland money order rules, as given in the Indian Postal Guide for the time being, shall be adopted by the Patiala State Post, and the Imperial inland form of money order shall be used.

ARTICLE 22

Money orders, issued by the Patiala State Post for payment in British India, shall all be sent by the Patiala Office of Exchange to the Imperial [illegible] ll in [illegible] hat- [illegible] by the Patiala State Post.

ARTICLE 23.

Money orders, issued by the Imperial Post for payment by the Patiala State Post, shall be transferred to the Patiala Office of Exchange by the [illegible] oney orders shall be paid [illegible] without deduction on any [illegible] these money orders shall be retained by the Imperial Post.

ARTICLE 24.

India postal notes, bearing the words "Patiala State" stamped on them shall be supplied free by the Government of India to the Patiala State.

ARTICLE 25.

The full value of every India postal note sold by the Patiala State Post shall be payable in British India at any Imperial Post Office named, no charge being levied for payment.

ARTICLE 26.

The full value of every India postal note sold by the Imperial Post shall be payable in the Patiala State at any Patiala State Post Office named, no charge being levied for payment.

ARTICLE 27.

The Imperial Post shall retain the entire commission on the India postal notes which it sells, and the Patiala State Post shall retain the entire commission on the India postal notes which it sells.

ARTICLE 28.

Monthly lists shall be rendered by the Patiala Office of Exchange to the Umballa Office of Exchange showing the India postal notes sold and the India postal notes paid during each month, the vouchers for payments consisting of the original paid notes.

ARTICLE 29.

A monthly account current showing the amount to be credited to the Patiala State on account of money orders and India postal notes paid by the Patiala State Post, and the amount to be debited to the Patiala State on account of money orders issued and India postal notes sold by the Patiala State Post, shall be rendered by the Imperial Office of Exchange (Umballa) to the Patiala Office of Exchange. If the balance of this account is in favour of the Patiala State Post, it shall be paid at once by the Imperial Office of Exchange (Umballa), and if it is in favour of the Imperial Post, it shall be paid by the Patiala Office of Exchange immediately after the monthly account current is rendered.

ARTICLE 30.

The Director-General of the Post Office of India and the Patiala Darbar shall have authority to draw up, in direct communication with one another, detailed regulations for giving effect to this convention, and to settle all matters of detail and procedure connected with the exchange of articles between the Imperial Post and the Patiala State Post, including the selection of Post Offices, situated in British India or in the Patiala State, between which postal communication shall be maintained. The detailed regulations

so drawn up shall be subject to such modification as may, from time to time, be mutually agreed to by the said authorities

Signed by the Motamid of the Patiala State on the 15th day of September 1884

(Sd.) A. U. FANSHAWE,
Offg. Dir.-Genl., Post Office of India.

NANAK BAKHSH,
Motamid, Sarkar Patiala.
(Signed in Persian character.)

RIPON,
Viceroy and Governor-General of India.

This convention was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 3rd day of October, A D. one thousand eight hundred and eighty-four

(Sd.) C. GRANT,
Secy. to the Govt. of India, Foreign Department.

Similar conventions have been executed with the following States in the Punjab, being ratified by the Viceroy on the dates stated:—

Nabha	on the 23rd March	1885.
Jind	on the 3rd June	1885.
Faridkot	on the 30th November	1886
Chamba	on the 4th December	1886.

No. LXXVII.

POSTAL CONVENTION for the EXCHANGE of CORRESPONDENCE, PARCELS, INSURED and VALUE-PAYABLE ARTICLES and MONEY ORDERS, between the IMPERIL POST OFFICE of BRITISH INDIA and the POST OFFICES in the TERRITORIES of HIS HIGHNESS MAHARAJA SIR RAJENDAR SINGH, G.C.S.I., CHIEF of PATIALA,—1900.

ARTICLE 1.

There shall be a mutual exchange of correspondence, parcels and money orders between the Imperial Post Office of British India, hereinafter termed

the "Imperial Post," and the Post Offices in the territories of His Highness the Maharaja of Patiala, hereinafter termed the "Patiala State Post." This exchange, which shall also include registered, insured and value-payable articles, shall be governed by the rules given in the Indian Postal Guide for the time being. The term "correspondence" shall include letters, post-cards, newspaper and book and pattern packets.

ARTICLE 2.

Certain selected Post Offices in British India and in the Patiala State shall be placed in postal communication with one another, that is, they shall be authorised to exchange mail bags containing registered and unregistered correspondence and ordinary parcels, but not insured or value-payable parcels or money orders. Some of these offices shall be constituted Offices of Exchange on the side of British India and on the side of the Patiala State, and these offices shall be the sole medium of exchange for insured and value-payable articles and money orders, and shall alone be entrusted with the duty of preparing the accounts resulting from the exchange of money orders.

ARTICLE 3.

Indian postage stamps, post-cards and embossed envelopes, overprinted with the words "Patiala State," shall be supplied on indent by the Government of India to the Patiala State at cost price. They shall be sold by the Patiala State to the public at the value marked on each postage stamp, post-card, or embossed envelope. Indian postage stamps, post-cards and embossed envelopes, overprinted with the word "Service" in addition to the words "Patiala State," shall also be supplied on indent by the Government of India to the Patiala State, at cost price, and these overprinted stamps shall be used solely for the purpose of prepaying correspondence on the service of the Patiala State posted in that State.

ARTICLE 4.

These overprinted postage stamps, post-cards and embossed envelopes, overprinted with the words "Patiala State," shall alone be used in the Patiala State for the prepayment of inland correspondence, and they shall be recognised by the Imperial Post only when attached to inland correspondence, posted within the limits of the State of Patiala.

ARTICLE 5.

The rates of postage, fees, or commission charged by the Patiala State Post on all classes of correspondence, paid and unpaid, registered and unregistered, insured and value-payable, on all parcels, and on all money orders shall not be in excess of the rates charged by the Imperial Post.

ARTICLE 6.

Responsibility for articles insured and for payment of compensation under the rules given in the Indian Postal Guide for the time being shall rest with the Imperial Post Office, while the articles concerned are in its custody; and with the Patiala State, while the articles concerned are in its custody.

ARTICLE 7.

Articles of all kinds superscribed "On Postal Service" and franked by the signature and official designation of an officer of the Imperial Post or an officer of the Patiala State Post shall be exchanged free of all charge as respects postage.

ARTICLE 8

The Government of India shall bear the cost of conveying mails within the limits of British territory, and the Patiala Darbar shall bear the cost of conveying mails within the limits of the State of Patiala But the Imperial Post shall be entitled to the free conveyance of mails over postal lines in the Patiala State, whether such mails be intended for transmission to a Patiala State Post Office or an Imperial Post Office, and similarly the Patiala State Post shall be entitled to the free conveyance of mails over Imperial postal lines, whether such mails be intended for transmission to an Imperial Post Office or a Patiala State Post Office.

ARTICLE 9.

Inland correspondence, registered and unregistered, received from the Patiala State Post, fully prepaid with the overprinted postage stamps described in Article 3 (including correspondence prepaid by Patiala State service stamps), shall be delivered in British India free of all charge on account of postage.

ARTICLE 10.

Inland correspondence received from the Patiala State Post, not fully prepaid with the overprinted postage stamps described in Article 3, shall be treated by the Imperial Post as though originally posted in British India, and charged on delivery with the usual rates for inland unpaid postage, which shall be retained by the Imperial Post.

ARTICLE 11.

Fully prepaid inland correspondence, registered and unregistered (including correspondence prepaid by service stamps), transferred by the Imperial Post, shall be delivered by the Patiala State Post free of all charge on account of postage.

ARTICLE 12.

On inland correspondence, not fully prepaid, transferred by the Imperial Post for delivery through the Patiala State Post, the latter shall retain the postage it realizes.

ARTICLE 13.

Unclaimed and refused inland correspondence shall be exchanged in both directions, but the exchange shall be accompanied by no accounts.

ARTICLE 14.

Fully prepaid foreign correspondence, addressed to any place in the Patiala State, shall be delivered by the Patiala State Post free of all charges on account of postage; but if such correspondence be unpaid or insufficiently paid, it shall be delivered on payment of the amount *taxed thereon by the Imperial Post*, and the amount so collected shall be remitted to the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa).

ARTICLE 15.

On foreign correspondence posted in the Patiala State postage can be prepaid only by means of Imperial postage stamps not bearing the overprint "Patiala State." Postage stamps, overprinted with the words "Patiala State," shall not be recognized in payment of postage on foreign correspondence.

ARTICLE 16.

Prepayment of inland parcel postage between the Imperial Post and the Patiala State Post, in both directions, shall be compulsory.

ARTICLE 17.

Inland parcels, received from the Patiala State Post, shall be delivered in British India free of all charge on account of postage.

ARTICLE 18.

Inland parcels, transferred by the Imperial Post for delivery through the Patiala State Post, shall be delivered free of all charge on account of postage.

ARTICLE 19.

Fully prepaid foreign parcels, addressed to any place in the Patiala State, shall be delivered by the Patiala State Post free of all charge on account of postage; but if such parcels be unpaid, they shall be delivered on payment of the amount *taxed thereon by the Imperial Post*, and the amount so collected shall be remitted to the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa.)

ARTICLE 20.

Prepayment of postage, at the rates published in the Indian Postal Guide, is compulsory in the case of all foreign parcels posted in Patiala. The postage so collected shall be remitted to the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa).

ARTICLE 21

The Imperial inland money order rules, as given in the Indian Postal Guide for the time being, shall be adopted by the Patiala State Post, and the Imperial inland form of money order application shall be used

ARTICLE 22.

Money orders, issued by the Patiala State Post for payment in British India, shall all be sent by the Bazar, Narnaul, Govindgarh, Patiala Offices of Exchange to the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa). Such money orders shall be paid in full in British India free of all charges and without deduction on any account whatsoever.

ARTICLE 23.

Money orders, issued by the Imperial Post for payment by the Patiala State Post, shall be transferred to the Bazar, Narnaul, Govindgarh, Patiala Offices of Exchange by the Imperial Offices of Exchange (Delhi, Ferozepore, Umballa). Such money orders shall be paid in full in the Patiala State free of all charges and without deduction on any account whatsoever

ARTICLE 24.

The postal administration which collects the money from remitters of money orders shall account to the administration which pays them for the total amount of the orders issued in each month, together with one-half per cent. additional on the monthly total by way of commission.

ARTICLE 25

A monthly account current showing the amount to be credited to the Patiala State on account of money orders paid by the Patiala State Post and the amount to be debited to the Patiala State on account of money orders issued by the Patiala State Post shall be rendered by the Imperial Offices of Exchange (Umballa), to the Patiala Office of Exchange. If the balance of this account is in favour of the Patiala State Post, it shall be paid at once by the Imperial Offices of Exchange (Umballa), and if it is in favour of the Imperial Post, it shall be paid by the Patiala Offices of Exchange immediately after the monthly account current is rendered.

ARTICLE 26.

The Director-General of the Post Office of India and the Patiala Darbar shall have authority to draw up, in direct communication with one another, detailed regulations for giving effect to this Convention, and to settle all matters of detail and procedure connected with the exchange of articles between the Imperial Post and the Patiala State Post, including the selection of Post Offices, situated in British India or in the Patiala State, between which postal communication shall be maintained. The detailed regulations so drawn up shall be subject to such modification as may, from time to time, be mutually agreed to by the said authorities.

Kanwar Ranbeer Singh Bahadur, Sirdar Gurmukh Singh, Khalifa S. Mohamed Hossain, K. B., Mashirudoula Mumtaz-ul-mulk.

Members of the Administrative Committee, Patiala. For His Highness the Maharaja Rajendar Singh Sahib Bahadur, G.C.S.I., etc., etc., Chief of the Patiala State.

Seal.

PATIALA;
The 26th March 1900.

(Sd.) RANBIR SINGH.

Signed by the Director-General of the Post Office of India on the thirty-first day of July 1900.

A. U. FANSHAWE,
Director-General of the Post Office of India.

Approved and confirmed by the Government of India.

By order,

SIMLA;
The 15th August 1900.

W. J. CUNINGHAM,
Secretary to the Government of India, Foreign Department.

Similar conventions were signed by Nabha on the 6th March 1900, and by Jind on the 10th April 1900.

No. LXXVIII.

AGREEMENT BETWEEN THE BRITISH GOVERNMENT AND THE PATIALA STATE REGARDING THE SIRSA BRANCH OF THE WESTERN JUMNA CANAL,—1893.

1. The entire project to be carried out under the exclusive control of the British Government on the general basis of taking a supply of water in the most economical manner from the Western Jumna Canal above the Indri Regulator to those portions of the Kaithal Tahsil of the Karnal District, the Nirwanah Pargana of the Patiala State and the Fatahabad and Sirsa Tahsils of the Hissar District, to which it can, from an engineering point of view, be most advantageously carried.

2. The original designs for the canal works, including all Distributaries, shall be prepared and carried out under the sole direction of the British Government, every possible attention being given to the wishes of the Patiala State, as to the precise direction and position of the channels traversing its territory, consistently with sound engineering principles.

3. On the completion of the detailed surveys for all distributaries the British and Patiala shares of the water-supply available shall be determined on the general basis of the proportions of the areas commanded by the entire system in British and Patiala territory, respectively.

NOTE.—In this and subsequent Articles the term "commanded area" shall be held to mean the areas that can be naturally and conveniently commanded.

4. In the subsequent parts of this agreement the upper portion of the Sirsa Branch Canal, from its head above Indri to the point at which it first enters Patiala territory, will be called the First or British Upper Section, which will also include any escape that may be constructed, irrespective of the territory in which its head is situated, the portion from the point where the Canal first enters to the point where it finally leaves Patiala territory will be called the Second or Patiala Section, and the remainder of the Branch will be called the Third or British Lower Section. Also the distributaries which may be designed solely or mainly for the irrigation of Patiala territory, whether their heads be situated in a British or Patiala section of the branch, will be called Patiala Distributaries, while all other distributaries will be called British.

5. Every effort will be made to design all the British and Patiala Distributaries so as to exclusively irrigate British and Patiala territory, respectively; but whenever a departure from this principle may be neces-

6. The land required for the canal and works in connection with it shall be made over by the Patiala Government according to its own usage, all

payments of compensation being made by the British Government in accordance with the procedure that has been observed in the payment of compensation for land made over by the Patiala Government for the purpose of the Sirhind Canal, and the amounts so paid being dealt with as a part of the general expenditure on the canal works.

7. Compensation will be paid for any building or house injured by the works.

8. The entire cost of the First or British Upper Section of the Sirsa Branch, exclusive of distributaries, but inclusive of original surveys and the preparation of the project, and also of such additions to and improvements of the head works and main line of the Western Jumna Canal, as may be rendered necessary by the increase in the supply required for the Sirsa branch, shall be borne by the British and Patiala Governments in the proportion of the water-supply finally allotted to each under Article 3 of this agreement.

The entire cost of the Second or Patiala Section, exclusive of Distributaries, shall be borne by the British and Patiala Governments according to the proportions of their respective commanded areas, after deducting from the British area the area commanded in British villages situated in the First Section.

The entire cost of the third or British Lower Section shall be borne by the British Government.

9. The entire cost of the British Distributaries will be borne by the British Government, and that of the Patiala Distributaries by the Patiala Government.

A branch or minor distributary taking off from a main distributary belonging to one Government for the purpose of exclusively irrigating the territory of the other Government shall be constructed and subsequently maintained at the cost of the Government whose territory will be exclusively served by it.

10. The Patiala State shall supply annually, to meet the cost of construction while the works are in progress, such sums as may be estimated by the British Government as approximately equivalent to the share of the outlay of the year, which will be ultimately chargeable to the State under the terms of Articles 8 and 9 of this Agreement.

11. On completion of the works, an account will be drawn out by the British Government of the actual expenditure incurred on the different portions of the project, and a final statement will be prepared of the exact sum due from the Patiala State, which will then pay or receive back any difference between its actual payments year by year and its ultimate share of the cost.

12. The above account of total cost will include the charges for the original surveys, and proper charges on account of establishment, etc.,

whether incurred by the British or Patiala Government, and credit will be given to the Patiala State for all payments made by it directly.

13 Copies of such parts of the British accounts of the expenditure on construction will be furnished periodically to the Patiala State as may be desired by it

14 The British Government shall have at all times the sole right of determining and controlling the supply to be passed into the Sirsa Branch Canal, due regard being paid to existing or established interests on the other portions of the Western Jumna Canal.

15 Subsequent to the admission of water, the management of the entire length of the Sirsa Branch (but not of the Patiala Distributaries except as provided in Articles 21 and 22) shall remain entirely in the hands of the British Government, but all expenses of maintenance of the Branch, distributaries and connected works shall be shared by the British and Patiala Governments as provided in the next following Articles of this Agreement.

16 The annual charges for the maintenance of the first, second and third sections (not including distributaries) and the corresponding incidental charges for establishment and tools and plant, but not those for general direction, shall be borne by the British and Patiala Governments in the same proportions as those in which the final direct capital charges on account of these sections (not including distributaries) may be ultimately distributed between the two Governments; but all charges for the annual maintenance of Patiala Distributaries shall be borne exclusively by the Patiala Government, except as provided in Articles 21 and 22 of this Agreement.

17. Similarly, all miscellaneous revenue, *i e*, revenue derivable from other sources than the supply of water for purposes of irrigation, that may be realized in the first, second and third sections of the Sirsa Branch (not including distributaries), will be credited to the British and Patiala Governments in the proportions of the ultimate distribution of the direct capital outlay upon these sections (not including distributaries).

18. The Patiala State shall be entitled to all revenue that may be assessed or assessable on account of irrigation or of sales of water for other purposes in Pat[illegible]
Patiala Distrib[illegible]
to all revenue [illegible]
of sales of wat[illegible]
be supplied from a British or a Patiala Distributary.

19 With effect from the first day of April next after the date on which the first of the Patiala Distributaries is supplied with water the Patiala State shall pay a share of the annual cost of maintaining the head works and main line of the Western Jumna Canal above Indri, and also of the annual general charges for direction that may be debitable to the revenue account of the Western Jumna Canal. This share shall be determined annually by the British Government on the basis of the proportion of the actual or estimated area of irrigation in Patiala territory to the entire area irrigated

on the Western Jumna Canal (including the actual or estimated Patiala area) that obtained in the year next preceding.

NOTE.—For the purpose of this Article the actual area of irrigation in Patiala territory shall be taken as long as the Patiala Distributaries may, in accordance with the provision of Article 21 of this Agreement, be controlled and administered by the British Government; but after the Patiala Distributaries have been finally made over to the Patiala State, the area to be taken as that of Patiala irrigation shall be estimated in the manner provided in Article 32. The entire area irrigated by the Western Jumna Canal shall also include the area in Jind territory, for which a fixed annual payment is made by the Jind State, in accordance with the agreement for the time being subsisting between the British and Jind Governments.

20. The Patiala State shall not be entitled to any share in any revenue realized on the head works or main line of the Western Jumna Canal, the whole of which shall be creditable to the British Government.

21. The Patiala Distributaries shall remain under the sole control and administration of the British Government for a period of five years dating from the commencement of the first crop to which water may be supplied from a Patiala Distributary. After the expiry of five years from the above date, the Patiala Distributaries shall be transferred to the control and administration of the Patiala State provided that in the case of any Patiala Distributary of which the head is situated in British territory, the British Government shall retain the control and administration of the portion lying between the head and the boundary of the Patiala State and shall bear the whole cost of the maintenance of such portion.

In every case in which the upper portion of a Patiala Distributary may remain under the control of the British Government under this Article, a gauge shall be erected in the distributary at or near the point at which it enters Patiala territory, and the British Canal Officer shall maintain such depths of water on the gauge (which shall be regularly recorded) as may ensure to the Patiala State its fair share of the supply.

22. During the period that the Patiala Distributaries shall remain under the control and administration of the British Government, the Patiala State shall pay all charges incurred in respect of the maintenance and administration of such distributaries, including a proportionate share of establishment, except those that may be incurred in respect of the maintenance and administration of any portions lying in British territory between the heads of the distributaries and the Patiala boundary, which will be borne by the British Government under Article 21.

23. The British Government shall arrange for the assessment of all revenue in Patiala villages during the period that the Patiala Distributaries remain under its control and administration, but will forward the assessment papers to the Patiala State for realization of the amounts assessed.

The rates of assessment during such period shall equal the combined occupier's and owner's rates that may be prescribed for British villages.

24. After the Patiala Rajbahas have been transferred to the control and management of the Patiala State, each Government will conduct the

assessment of the villages under its own jurisdiction, irrespective of the distributaries from which water may be supplied to them, but in all cases in which a village under one Government is irrigated from a distributary belonging to the other, the Government owning the distributary shall be entitled to a copy of the measurement papers.

25. The Patiala Distributaries shall be entitled to a percentage of the total supply entering the Sirsa Branch, which shall be equal to the percentage of the supply to which the Patiala State may be entitled under Article 3 of this Agreement, with such addition as may be necessary for the irrigation of any British territory that may be commanded by Patiala Distributaries, and with a proportional deduction on account of any area of Patiala territory that may be commanded by British Distributaries.

26. The supply entering the Sirsa Branch shall be held to be the supply passing a certain point in the First Section, situated above the head of the First British Distributary in that Section The supply passed into the Patiala Distributaries shall be held to be the difference between the supply passing a certain point in the Sirsa Branch situated between the heads of the last British Distributary in the First Section and of the First Patiala Distributary, and the supply passing a certain point situated between the heads of the last Patiala Distributary and of the first British Distributary of the third section The precise position of all three points shall be determined by the British Government

27 Gauges shall be fixed at the three points in the Sirsa Branch referred to in Article 26. [illegible] ve authoritative dat [illegible] ble supply entering [illegible]

28 The regulation of the water passing into the heads of the Patiala Distributaries shall be entirely under the control of the British Canal Officer in charge of the Sirsa Branch The requirements of each distributary will be communicated from time to time by an agent appointed by the Patiala State for this purpose, and the British Canal Officer shall comply with these requirements, provided that they are within the limits of the supply to which the Patiala Distributaries may at the time be entitled under Article 25.

But in seasons of short supply it shall be optional for the British Canal Officer to pass into the Patiala distributaries an intermittent supply in excess of the percentage due to them, and to shut off the supply either partially or entirely during the intervening periods, provided that the aggregate supply passed into the Patiala Distributaries during a period of not more than fourteen days shall not, except with the consent of the Patiala Agent, or unless his indents are complied with in full, form a smaller percentage of the total supply entering the Sirsa Branch during the same period than will be due to them under the provisions of Article 25

In the event of a breach in the bank of a Patiala Distributary, or of sudden rainfall, or on any other emergency, the supply entering the head

shall on the requisition of a recognized or duly authorized State official be instantly shut off, or reduced to the extent or within the limits that may be permissible under the rules in this regard that may from time to time be issued by the British Canal Officer.

29. The British Canal Officer shall furnish the Patiala Agent, at intervals of not less than fourteen days, with a statement showing—

the average daily supply entering the Sirsa Branch;

the average daily supply due to the Patiala Distributaries;

the average daily supply passed into the Patiala Distributaries;

the daily gauge readings at head of each Patiala distributary, and the readings applied for by the Patiala Agent.

30. Other matters connected with the management of the canal and its connected works shall be settled by the Punjab Government with the Patiala State, subject to the confirmation of the Supreme Government.

31. The Patiala State shall pay to the British Government an annual sum as seigniorage on the Jumna water supplied to Patiala territory at a rate which shall vary according to the estimated area of Patiala irrigation as follows:—

Estimated area in acres.		Rate of seigniorage per acre.
Not less than	Below	
...	42,000	*Nil.*
42,000	44,000	One anna.
44,000	46,000	Two annas.
46,000	48,000	Three annas.
48,000	...	Four annas.

32. The area on which seigniorage is to be paid annually will be estimated on the basis of the area actually irrigated during the year from the British Distributaries and the relative proportions of the supplies actually pressed into the British and Patiala Distributaries during the same period, a deduction being made on account of the actual area of British territory irrigated from Patiala Distributaries, and an addition on account of the area of Patiala territory irrigated from British Distributaries.

Example.—If the area irrigated on British Distributaries were 70,000 acres, and the supplies passed into the British and Patiala Distributaries averaged 700 and 300 cubic feet per second, respectively, the estimated area of irrigation of the Patiala Distributaries would be as follows:—

$\frac{300}{700}$ of 70,000=30,000 acres.

But if 3,000 acres of the Patiala territory were irrigated from the British Distributaries, and 6,000 acres of British territory were irrigated from Patiala Distributaries, the estimated area of Patiala irrigation would be—

30,000 + 3,000 − 6,000 = 27,000 acres, and the seigniorage to be paid would be 27,000 acres at four annas, equal to Rs 6,750

33. The first payment of seigniorage will be demanded on the area irrigated during the year 1902-3; that is, on the area irrigated during the Kharif of 1902 and the Rabi of 1902-3.

34. In the event of any falling off in the supply of water available for the Sirsa Branch, the actual supply available shall be shared with the Patiala State in the proportions fixed under this agreement, and the Patiala State shall have no claim for compensation from the British Government on account of any such reduction of the supply.

35. The Patiala State shall have no claim against the British Government if the full percentage of supply allotted to the Patiala Distributaries be not taken, but a portion be allowed to pass on into the Third Section; neither shall the State be entitled to claim a remission of seigniorage on this account, as the charges for seigniorage will be based on the supplies actually passed into the Patiala Distributaries Nor shall it have any claim against the British Government on account of water escaping unused from the Patiala Distributaries, because it is not required or used in Patiala territory; but should the British Government realize any income from such surplus or unused water, the Patiala State shall be entitled to claim a remission of seigniorage equal to one-eighth of the income so derived, provided that whenever the rate of seigniorage is less than four annas per acre the above rate of remission shall be reduced proportionately.

36 The Patiala State shall furnish the British Government with half-yearly statements, giving for each harvest such information regarding the

Similarly, the British Government shall furnish the Patiala State with such half-yearly or annual statements relating to the working of the Western Jumna Canal as may be desired.

37. Offences against canal regulations shall be dealt with as follows:—

If a native British subje
and is apprehended in that
Patiala State, but if he is no
the Patiala State may report
that officer will then proceed as if the offence had been committed in British territory.

The same procedure will be followed, *mutatis mutandis*, in the case of offences committed in British territory by subjects of the Patiala State.

shall on the requisition of a recognized or duly authorized State official be instantly shut off, or reduced to the extent or within the limits that may be permissible under the rules in this regard that may from time to time be issued by the British Canal Officer.

29. The British Canal Officer shall furnish the Patiala Agent, at intervals of not less than fourteen days, with a statement showing—

the average daily supply entering the Sirsa Branch;

the average daily supply due to the Patiala Distributaries;

the average daily supply passed into the Patiala Distributaries;

the daily gauge readings at head of each Patiala distributary, and the readings applied for by the Patiala Agent.

30. Other matters connected with the management of the canal and its connected works shall be settled by the Punjab Government with the Patiala State, subject to the confirmation of the Supreme Government.

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Estimated area in acres.		Rate of seigniorage per acre.
Not less than	Below	
...	42,000	*Nil.*
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35. The Patiala State shall have no claim against the British Government if the full percentage of supply allotted to the Patiala Distributaries be not taken, but a portion be allowed to pass on into the Third Section; neither shall the State be entitled to claim a remission of seigniorage on this account, as the charges for seigniorage will be based on the supplies actually passed into the Patiala Distributaries. Nor shall it have any claim against the British Government on account of water escaping unused from the Patiala Distributaries, because it is not required or used in Patiala territory; but should the British Government realize any income from such surplus or unused water, the Patiala State shall be entitled to claim a remission of seigniorage equal to one-eighth of the income so derived, provided that whenever the rate of seigniorage is less than four annas per acre the above rate of remission shall be reduced proportionately.

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that officer will then proceed as if the offence had been committed in British territory.

The same procedure will be followed, *mutatis mutandis*, in the case of offences committed in British territory by subjects of the Patiala State.

38. The British Government reserves to itself the right of extending or altering the Sirsa Branch at any future time in any way it pleases, on the understanding that the share of the water first assigned to the Patiala State under this agreement shall not be interfered with or diminished without its consent being first obtained. And the expenses of such extension or alteration will be distributed in proportion to the advantages expected to accrue from such action to either of the parties concerned under this agreement.

39. So long as the original construction of the Patiala Section and Distributaries shall be in progress, it shall be the duty of the officers in charge to pay due attention to any representations of His Highness the Maharaja of Patiala or his officers, and to carry out their wishes as far as may be practicable or advisable.

40. In case of any difference of opinion arising between the officers of the Patiala State and the British Canal Officers on any matter relating to the management of the Sirsa Branch Canal and its distributaries, it shall be referred to the Lieutenant-Governor of the Punjab, whose decision shall be final. If any difference of opinion shall arise between the Patiala State and the Lieutenant-Governor of the Punjab as to the construction of this agreement, a reference may be made to the Governor-General in Council, whose decision shall be final.

41. It shall at any time be competent for the British Government to resume the entire management of the Patiala Distributaries, or of the irrigation in Patiala territory, if it shall consider that that State has not properly fulfilled the obligations which attach to the discharge of the duties which will devolve on it under the arrangement detailed above.

42. These obligations may be summed up as follows:—

1st.—Complete regularity in the payment of the salaries of all persons employed on the canal, and in the provision of the funds necessary for carrying out the works which will be needed for its maintenance.

If from any want of proper attention on the part of the Patiala State, the British Government is at any time forced to advance money for the due performance of works, or payment of salaries, etc., which will properly fall on that State under these arrangements, then the British Government must be understood to have the right to take complete charge of the whole administration of the canal channels and irrigation connected with the Sirsa Branch which pertain to the State, and to retain them under its own officers until the evil complained of be corrected and matters be placed on a sound footing. But in such case, out of the income from the canal, after deducting expenses, any surplus which may accrue shall be made over to the State.

2nd.—Complete impartiality in the distribution of water from the Patiala Distributaries, so that the British villages adjacent thereto shall, if required, share the water equally with the villages of the Patiala State, also an equal administration of justice to all persons over whom the officers of the

Patiala State may exercise jurisdiction, so that the subjects of the British Government shall be dealt with according to the same principles of law as are respected by the officers of the British Government.

3rd—Ready and friendly compliance on the part of the Patiala State with those requests of the Punjab Government and its superior officers who have chief charge of the Irrigation Department in the Punjab which shall be declared by them to be essential for the proper maintenance and satisfactory working of the Sirsa Branch as a whole.

The Governor-General in Council will at all times be ready to receive any representation from the Government of the Patiala State, if that Government considers that the spirit of the present proposals is from any cause not fully acted up to by the officers of the Punjab Government on whom the immediate duty of carrying them out will devolve

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Executed on behalf of the Patiala State by Lala Nanak Baksh, duly empowered by His Highness the Maharaja of Patiala, this Friday, 28th day of July 1893.

Witnesses—

(Signed in vernacular.)

SYED MOHAMED ALI,
Vakil of Patiala with the Commissionership of Delhi.

(Signed in vernacular.)

NANAK BAKSH,
Patiala Motamid with the Government of the Punjab.

(Signed in vernacular.)

SHANKER DYAL,
Vakil of Patiala, residing at Simla.

Executed on behalf of the British Government by Lieutenant-Colonel J. W. Ottley, Secretary to the Punjab Government in the Irrigation Department, duly empowered by His Excellency the Viceroy and Governor-General of India in Council, this Friday, the 11th day of August 1893.

Witnesses—

(Sd.) A. G. REED,
Executive Engineer, Irrigation Department

(Sd.) JOHN W. OTTLEY, *Lieut-Col, R E.*,
Secretary to the Punjab Government in the Irrigation Department.

(Sd.) H. V. S. BAKER,
Under Secretary to Government, Punjab, Irrigation Branch.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

(Sd.) W. J. CUNINGHAM,
Offg. Secretary to the Government of India.

FOREIGN DEPARTMENT;
Simla, the 29th August 1893.

No. LXXIX.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION on that PORTION of the REWARI-FEROZEPORE RAILWAY which lies within the PATIALA STATE,—1886 and 1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Ferozepore Railway (including all lands occupied for stations, for outbuildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

(Sd.) KANWAR RANBIR SINGH, *Bahadur,*
(Sd.) J. P. WARBURTON,
(Sd.) SIRDAR GURMUKH SINGH,
(Sd.) KHALIFA SAYED MOHOMED HUSSAIN,
(Sd.) MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur,*
Members of the Administrative Committee, Patiala State.

No. LXXX.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION over that PORTION of the DELHI-UMBALLA-KALKA RAILWAY which lies within the PATIALA STATE,—1890-1900.

I, Maharaja Rajinder Singh, Maharaja of Patiala, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Delhi-Umballa-Kalka Railway (including all lands occupied for

stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

KANWAR RANBIR SINGH, *Bahadur*,
J P. WARBURTON,
Seal. SIRDAR GURMUKH SINGH MASHIR ALLA,
KHALIFA SAYED MOHOMED HUSSAIN,
MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State

No. LXXXI.

AGREEMENT for the working of the RAJPURA-BHATINDA RAILWAY by the NORTH WESTERN RAILWAY on behalf of the PATIALA DARBAR,—1893.

This Indenture made the 30th day of January 1893 between the Secretary of State for India in Council (hereinafter called the Secretary of State) of the one part and the Patiala Darbar of the other part —

Whereas a line of railway has been constructed in the territory of His Highness the Maharaja of Patiala between Rajpura on the North Western railway and Bhatinda on the Rewari-Ferozepore railway

And whereas the said line of railway from Rajpura to Bhatinda with all its plant and machinery and serviceable working stores has been and now is in the hands of the North Western railway and is now being worked by them

And whereas the Secretary of State and the Patiala Darbar have agreed that the North Western railway shall maintain and work the said line of railway from Rajpura to Bhatinda upon the terms and conditions hereinafter contained.

Now this Indenture witnesseth and it is hereby agreed and declared as follows:—

1. "The North Western railway" means the railway worked by the Secretary of State and now under the control of the Manager, North [illegible] om time to [illegible] said rail- [illegible] .t so as to include any railways or works comprised in "The Rajpura-Bhatinda railway" as hereinafter defined.

2 "The Rajpura-Bhatinda railway" means the line of railway extending from Rajpura on the North Western railway to Bhatinda on the

Rewari-Ferozepore railway with any improvements alterations and additions of whatever description that may from time to time be made in or to the said railway by or with the sanction of the Patiala Darbar but with the exception of the telegraphs and telegraphic appliances used or to be used thereon.

3. "The Amalgamated undertaking" means "the North Western railway" and "the Rajpura-Bhatinda railway" (as defined above in Sections 1 and 2 respectively taken as a whole the intention being that these two railways under the terms hereinafter contained in this contract should be worked together as if the two constituted but a single railway.

4. "Gross receipts" mean and include when not otherwise stated all receipts from coaching and goods traffic and from telegraphs all sums received as rents and all other receipts usually treated as railway revenue.

5. This agreement shall be taken to have commenced and as having come into force upon the thirteenth day of October 1889 and shall be subject to revision from time to time and shall be and remain in force until the 31st day of December 1892 and shall be terminable then or on the 1st January or the 1st July in any year thereafter on six months' previous notice in writing being given by either party to this agreement to the other but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken.

6. An inventory of the plant and machinery of the *Rajpura-Bhatinda* railway handed over as aforesaid as on the thirteenth day of October 1899 shall be made and signed by or on behalf of the Patiala Darbar and the North Western railway.

7. The North Western railway shall make up and deliver to the Patiala Darbar an account of all such stores delivered to the North Western railway on the thirteenth day of October 1889 and of the value of such stores the value thereof (except in those cases if any in which a different value is agreed upon by the Patiala Darbar and the North Western railway) shall be taken as entered in the accounts of the Rajpura-Bhatinda railway.

8. During the continuance of this contract the North Western railway shall maintain the Rajpura-Bhatinda railway and keep the same supplied with rolling stock plant and machinery as if it were part of the North Western railway and shall do all in their power to develop the traffic on the Rajpura-Bhatinda railway and shall manage use and work the Rajpura-Bhatinda railway and shall convey traffic thereon.

9. The Secretary of State shall be the sole judge as to the standard of maintenance to be required and the Revenue accounts provided for in Section [illegible] following shall not be considered as finally closed and made up until such time as the maintenance is certified to by the Inspecting Officer appointed under the Indian Railways Act of 1890 or any subsisting statutory modification thereof as having been brought up to the standard required and the whole cost of the same debitable to Revenue has been duly charged off.

10 The North Western railway shall be responsible for all accidents and for loss and damage of every kind (including claims for lost or damaged goods) that shall occur upon the Rajpura-Bhatinda railway except accidents loss or [illegible] the permanent way or works arising from [illegible] or caused by any extraordinary casualt[illegible] maintenance or working of the said Rajpura-Bhatinda railway by the North Western railway. The Patiala Darbar shall be responsible for any accident or damage that the North Western railway could not have prevented which may result from any such failure of the permanent way or works arising from defective original construction Should any of the permanent works such as bridges stations buildings or other works upon the Rajpura-Bhatinda railway fail from causes beyond the control of the North Western railway or should any extraordinary casualty occur the case must be regarded as exceptional and the cost of construction or replacement must be charged to Capital or Revenue or divided between them as may be deemed by the Secretary of State proper according to the circumstances of the case.

11 All subsequent works and alterations chargeable to Capital and which [illegible] railway a[illegible] Rajpura-[illegible] way at the expense of the Patiala Darbar.

12 The Secretary of State may from time to time by notice in writing require the carrying out of any alteration or improvement in the Rajpura-Bhatinda railway or any addition thereto that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the effectual working of the Rajpura-Bhatinda railway Such notice shall specify the alteration improvement or addition required and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration improvement or addition.

13. Any moneys required by the North Western railway for any purpose properly chargeable to the Patiala Darbar in connection with the Rajpura-Bhatinda railway and sanctioned under Section 10 or 11 or required by the Secretary of State under Section 12 shall be provided by the Patiala Darbar according to such arrangements as shall from time to time be made between the Patiala Darbar and the Secretary of State The Patiala Darbar will also provide for the North Western railway any land that may at any time be required for the Rajpura-Bhatinda railway. The incidence of the cost of all works to be constructed shall be agreed upon before the work is commenced.

14. For purposes in connection with the Rajpura-Bhatinda railway the North-Western railway shall not acquire either absolutely or for any limited estate any land situate in Patiala territory or any rights or easements in over or in respect of any land so situate. The expression "land" includes as regards the operation of this clause buildings lands and all other

hereditaments of whatever description. This section does not apply to any land of which possession may be given to the North Western railway by the Patiala Darbar.

15. During the continuance of this contract the North Western railway shall have entire control of the traffic working of the Rajpura-Bhatinda railway shall supply all staff required for the supervision and working including that for audit and accounts and shall supply all locomotives and other rolling-stock fuel and working stores required for the efficient working of the Rajpura-Bhatinda railway.

16. The North Western railway shall keep the Rajpura-Bhatinda railway together with the plant and machinery in good repair and good working condition to the satisfaction of the Secretary of State.

17. The North Western railway shall cause to be run on the Rajpura-Bhatinda railway so many trains at such time at such rates of speed between such places and with such conveniences and accommodations as the traffic shall from time to time require after duly considering any recommendations or suggestions from the Patiala Darbar.

18. The North Western railway shall book goods and passengers from all stations upon the line of the Rajpura-Bhatinda railway to all such stations upon other lines of railway as the North Western railway now or shall from time to time interchange traffic with and shall otherwise extend to the traffic on the Rajpura-Bhatinda railway all privileges facilities and booking arrangements now or hereafter used or enjoyed by the North Western railway in connection with other lines of railway.

19. The North Western railway shall charge such rates fares and tolls and shall make such rules conditions and arrangements in respect of the traffic on the said Rajpura-Bhatinda railway as are now in force or shall be from time to time within the powers of the Manager North Western railway to introduce on the North Western railway. Construction and Revenue stores required either for the North Western railway or for the Rajpura-Bhatinda railway shall be carried over the lines of the amalgamated undertaking at the rates and under the conditions in force for the time being on the North Western railway.

20. All services which on the Rajpura-Bhatinda railway the Secretary of State or the Patiala Darbar shall require the North Western railway to perform for the Post Office the Military Department the Police Department or any other Department of the State or for high Government officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India) the conveyance of Post Office servants when on duty the conveyance of troops and sailors Military and Naval establishments horses and other animals used for military purposes guns military stores and equipments the conveyance of police prisoners and paupers the conveyance of telegraph stores instruments officers and workmen and of any public stores whatever inclusive of stores for any other State railway shall be performed by the North Western

railway on the same general conditions and at the same rates and under the same conditions as may for the time being be generally in force on the North Western railway.

21. The North Western railway shall record and keep in proper books full and particular accounts of all its transactions and correspondence in any [illegible] less [illegible] this [illegible] in relation thereto and the Patiala Darbar or any person or persons appointed by it in that behalf shall at all reasonable times have free access to all the books accounts papers and documents of the North Western railway relating to the Rajpura-Bhatinda railway with power to call for or make copies of or extracts from the same.

22. The North Western railway shall keep the following accounts in regard to the Rajpura-Bhatinda railway —

A Capital account including the stores accounts

A Revenue account.

23. In the Capital account of the Rajpura-Bhatinda railway the following particulars shall be entered to debit and credit respectively (that is to say)—

To debit

(*a*) The value at cost price as shewn in the accounts of the Rajpura-Bhatinda railway as and in manner aforesaid inclusive of the railway plant and machinery handed over to the North Western railway as aforesaid

(*b*) The value as certified by the Patiala Darbar of all land provided by it after the thirteenth day of October 1889 for the purposes of the Rajpura-Bhatinda railway.

(*c*) [illegible]

(*d*) All such other sums (if any) as ought to be entered to debit in the Capital account.

And to credit.

(*e*) All such of the moneys to be received by or on behalf of the North Western railway in respect of the Rajpura-Bhatinda railway as ought under the provisions of this contract to be treated as received on account of Capital

(*f*) The value of any [illegible] which the North [illegible] possession for th[illegible] which shall have been subsequently relinquished.

24. All moneys expended by the North Western railway on the Capital account of the Rajpura-Bhatinda railway and all other expenses of the North Western railway in connection therewith shall from time to time be stated and submitted to the Patiala Darbar. The Capital account shall from time to time be made up and the balance thereon ascertained and stated therein.

25. The gross receipts of the Rajpura-Bhatinda railway are to be collected and treated as receipts of the North Western railway. Moneys such as shall arise from the sale of any property on any occasion other than the replacement of the property sold by other property of the same or a similar character shall be treated as received on account of Capital the residue shall be treated as received on account of Revenue. Provided always that no sale of any property other than stores belonging to the Darbar on any occasion other than such replacement as aforesaid shall be made without the sanction of the Patiala Darbar.

26. A Revenue account for the Rajpura-Bhatinda railway showing the earnings of the line under the heads prescribed for State railways and in total the percentage deduction therefrom for working expenses as per paragraph 27 following shall be prepared by the North Western railway half-yearly to the 30th day of June and the 31st day of December in each year or to such other days as may at any time be prescribed for Indian State railways and shall be regularly submitted by the North Western railway to the Patiala Darbar. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Patiala Darbar but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next Revenue account or in any subsequent Revenue account or accounts.

27. All costs charges and expenses incurred by the North Western railway in connection with the maintenance management use and working of the Rajpura-Bhatinda railway and the conveyance of traffic thereon properly chargeable to Revenue account shall be paid out of the gross receipts of the amalgamated undertaking and so far as possible out of the gross receipts of the half-year to which they are properly attributable and in each half-year there shall be deducted from the gross receipts of the Rajpura-Bhatinda railway fifty-five per cent. of such gross receipts and the balance after making the said deduction shall be paid over to the Patiala Darbar.

28. In case any question shall arise whether any expenditure incurred for the purposes of the amalgamated undertaking is to be treated in the whole or in part as a charge incurred on Capital account or how the same is to be dealt with the question shall be determined on the general principle that Capital is to bear the cost of new works of additional rolling-stock plant and machinery and of substantial improvements of and additions to old works plant and machinery including the cost of any temporary new work the construction of which is requisite for the construction of a work properly chargeable to Capital and that subject to the provisions of paragraph 10 the

cost of repairs restorations renewals replacements and substitutions is to be borne by Revenue If any difference shall arise between the Patiala Darbar and the North Western railway as to whether any expenditure of the North Western railway is properly chargeable to Capital or Revenue the matter in difference shall be referred to the decision of the Secretary of State.

29 In addition to the electric telegraphs already established along or upon the Rajpura-Bhatinda railway the Secretary of State may from time to time establish such electric telegraphs as he shall think fit along or upon the Rajpura-Bhatinda railway or any part or parts thereof or any land or works belonging thereto and may maintain and work the electric telegraphs already established or to be established as aforesaid as the Secretary of State shall think fit and it shall be lawful for the Secretary of State for such purposes or any of them to enter at all times by his agents workmen or others on the lands or works belonging thereto and to erect place maintain make do and execute thereon all such buildings machinery works appliances

possession of all buildings machinery works and appliances erected or brought by him under the powers conferred on him by this section on the Rajpura-Bhatinda railway or on any land or works belonging thereto The North Western railway shall in accordance with the rules in force for the time being on State railways at all times furnish the Secretary of State with such free passes over the Rajpura-Bhatinda railway or any parts thereof as he shall require for persons employed by him in or about or in connection with the construction maintenance working or inspection of the electric telegraphs mentioned in this section or any building machinery works or appliances appertaining thereto.

30. The Secretary of State will from time to time allow the North Western railway to have the exclusive use of any such electric telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the North Western railway for the purpose of safely or efficiently working the Rajpura-Bhatinda railway or any part or parts thereof. The Secretary of State will maintain and keep in good repair and in good working condition the electric telegraphs and telegraphic appliances of which the North Western railway shall for the time being be allowed to have the use

31. The North Western railway shall from time to time upon demand by the Telegraph Department of the Secretary of State transfer to the credit of that Department the amount which shall from time to time be due for rent maintenance and inspection of the electric telegraphs and telegraphic appliances of which the Secretary of State shall from time to time under the last preceding section have allowed to the North Western railway the exclusive use such charges being calculated according to the rules for the time being in force for State railway telegraphs

32. The North Western railway shall in relation to any electric telegraphs or telegraphic appliances of which under the 31st section of this contract it shall for the time being be allowed to have the use observe the rules applicable to telegraphs and telegraphic appliances which shall for the time being be in force in the case of State railway telegraphs.

33. All correspondence connected with the working of the Rajpura-Bhatinda railway under any of the clauses of this agreement shall so far as the questions affecting principles and important matters are concerned be conducted between the Manager North Western railway for the time being and the Patiala Darbar through the medium of the Secretary to the Government of the Punjab in the Public Works Department but in ordinary matters the Patiala Darbar shall if it desires to do so correspond with the Manager North Western railway direct through its own officials.

34. The Patiala Darbar shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this contract.

35. If there shall be any breach (whether by act or omission or default) on the part of the North Western railway or of the Patiala Darbar of any of the stipulations or provisions of this contract performed or observed and the North Western railway or the Patiala Darbar respectively shall fail to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Patiala Darbar or the North Western railway respectively the Secretary of State may on or at any time after the expiration of the six calendar months aforesaid determine this contract by giving to the North Western railway or the Patiala Darbar as the case may be notice in writing of such determination.

36. Upon the determination of this contract under either of the two Sections 5 or 35 or by effluxion of time the North Western railway shall give to the Patiala Darbar possession of the Rajpura-Bhatinda railway together with the plant and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract and all plans books surveys sections printings writings and documents whatsoever in any wise connected with the Rajpura-Bhatinda railway and all other property (if any) belonging or appertaining thereto and shall pay to the Patiala Darbar all moneys in the possession of the North Western railway on account of the Rajpura-Bhatinda railway. And after such possession shall have been given and after all moneys which under this contract shall have become payable to the Patiala Darbar shall have been duly paid the Patiala Darbar shall be bound to indemnify the North Western railway its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Rajpura-Bhatinda railway and which shall be then subsisting.

37. Upon the termination of this contract the working stores appertaining to the Rajpura-Bhatinda railway which may have been provided by the

North Western railway shall if the North Western railway so desire be taken over by the Patiala Darbar at a valuation to be determined by mutual agreement or if necessary by arbitration

38 In the event of any difference of opinion arising upon any

parties.

In witness whereof the said parties have hereunto set their respective hands and seal the day and year herein below entered opposite their names respectively.

Signed, sealed and delivered by—

MASHIR-UD-DOLA MUMTAZ-UL-MULK
KHALIFA SYED MOHOMED HUSSAIN,
KHAN BAHADUR,
Foreign Minister, Patiala Darbar.

This thirty-first day of October 1892

Signed, sealed and delivered by—

F L O'CALLAGHAN,
Secretary to the Government of India,
Public Works Department,
acting under the orders of the Government,
on behalf of the Secretary of State
for India in Council,
this 30th day of January 1893.

No. LXXXII.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION on that PORTION of the RAJPURA-BHATINDA RAILWAY which lies within the PATIALA STATE,—1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be,

occupied by the Rajpura-Bhatinda Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

Seal.

(Sd.) KANWAR RANBIR SINGH, *Bahadur*,

(Sd.) J. P. WARBURTON,

(Sd.) SIRDAR GURMUKH SINGH,

(Sd.) KHALIFA SAYED MOHOMED HUSSAIN,

MUSHEERUDOULA MUMTAZ-UL-MULK *Khan Bahadur*,

Members of the Administrative Committee, Patiala State.

No. LXXXIII.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION on that PORTION of the BIKANER-BHATINDA RAILWAY which lies within the PATIALA STATE,—1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Bikaner-Bhatinda Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsover within the said lands.

Seal.

KANWAR RANBIR SINGH BAHADUR,

(Signature illegible)

SIRDAR GURMUKH SINGH,

KHALIFA SAYED MOHOMED HUSSAIN,

MUSHEER-U-DOULA MUMTAZUL MULK, K.B.,

Members of the Administrative Committee,

Patiala State.

No. LXXXIV.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION on that PORTION of the LUDHIANA-DHURI-JAKHAL RAILWAY which lies within the PATIALA STATE,—1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Ludhiana-Dhuri-Jakhal Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

(Sd.) KANWAR RANBIR SINGH, *Bahadur*,

(Sd.) J. P. WARBURTON,

(Sd.) SIRDAR GURMUKH SINGH,

(Sd.) KHALIFA SAYED MOHOMED HUSSAIN,
MUSHEERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State.

No. LXXXV.

AGREEMENT ENTERED into by the PATIALA STATE regarding the CESSION of JURISDICTION over that PORTION of the SOUTHERN PUNJAB RAILWAY which lies within the PATIALA STATE,—1900.

I, Maharaja Rajindar Singh, Maharaja of Patiala State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Southern Punjab Railway, including the Nirwana-Kaithal Branch Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands

Seal.

(Sd) KANWAR RANBIR SINGH, *Bahadur*,

(Sd.) J. P. WARBURTON,

(Sd) SIRDAR GURMUKH SINGH,

(Sd.) KHALIFA SAYED MOHOMED HUSSAIN,
MUSHBERUDOULA MUMTAZ-UL-MULK, *Khan Bahadur*,
Members of the Administrative Committee, Patiala State.

No. LXXXVI.

AGREEMENT ENTERED into between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of PATIALA for the INTRODUCTION of definite arrangements for the effective control and discipline of the PATIALA IMPERIAL SERVICE TROOPS when serving beyond the FRONTIER of the PATIALA STATE,—1900.

Whereas His Highness Maharaja Sir Rajindar Singh, Bahadur, G.C.S.I., Chief of Patiala, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Patiala State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor General of India of the one part and His Highness the Maharaja of Patiala of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Patiala State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Maharajà of Patiala or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's Forces, the said Maharaja of Patiala has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid

KANWAR RANBIR SINGH, BAHADUR,
SIRDAR GURMUKH SINGH, AND
KHALIFA S MUHAMMAD HUSSAIN,
} *Members of Administrative Committee, Patiala State,*

for *His Highness the Maharaja, Chief of the Patiala State.*

SIMLA:
The *1st July* 1900

Approved and confirmed by the Government of India

By order,

H. S BARNES,
Secy to the Govt of India, Foreign Dept.

SIMLA:
The *7th May* 1901.

Similar Agreements have been executed by the following States in the Punjab :—

Bahawalpur, on the 1st March 1900
Jind, on the 19th July 1900.
Nabha, on the 26th June 1900
Kapurthala, on the 30th October 1899
Sirmur, on the 4th November 1899
Maler Kotla, on the 27th October 1899.
Faridkot, on the 16th December 1899.

They were all approved and confirmed by the Government of India on the 7th May 1901.

No. LXXXVII.

SUNNUD to the RAJAH OF JHEEND, dated 22nd September 1847.

The Right Honorable the Governor-General having resolved to bestow certain lands on the Rajah of Jheend, as a mark of consideration for his attachment and services to the British during the late war with the Lahore State, and the Rajah of Jheend having requested that he may at the same time receive a renewed assurance of protection and guarantee of his rights in his former possessions, the Governor-General is pleased to confer this assurance in the form of a Sunnud or Grant as follows, in order that the Maharajah and his successors after him may, with perfect confidence, continue to exercise the same rights and authority in his possessions as heretofore.

The Maharajah's ancient hereditary estates, according to annexed Schedule, shall continue for ever in the possession of himself and his successors, with all Government rights thereto belonging of Police jurisdiction and collection of revenue as heretofore. The Maharajah's chaharumians, feudatories, adherents, and dependants will continue bound in their adherence and obligations to the Rajah as heretofore. His Highness will exert himself to do justice, and to promote the welfare and happiness of his subjects, while they, on their part, considering the Rajah as their true and rightful lord, must obey him and his successors accordingly, and pay the revenue punctually and be always zealous to promote the cultivation of their lands, and testify their loyalty and obedience. The Maharajah has relinquished for himself and his successors for ever all right to levy excise and transit duties which have been abolished throughout the Jheend territory. His Highness also binds himself and his successors to the suppression of suttee, infanticide, and slave-dealing within his territories. If, unknown to the Maharajah's authorities, any persons should be guilty of these acts, the Maharajah's authorities will, on conviction, punish them with such severity as to deter others. The British Government will never demand from the Maharajah and his successors and their dependants above named anything in the way of tribute or revenue or commutation in lieu of troops or otherwise, for the reason that His Highness will ever continue as heretofore sincerely devoted to the service and interests of the British. The British authorities will not entertain complaints of the Maharajah's subjects or dependants, or interfere with the Maharajah's authority. Should an enemy approach from any quarter to this side the Beas or Sutlej, for the purpose of conquering this country, the Rajah will join the British Army with his forces, and exert himself in expelling the enemy and act under discipline and obedience, and in time of war place the resources of his country at the disposal of the British Government. His Highness engages to have made and to keep in repairs, through his own officers, the military roads through his territory for the passage of British troops from Umballa and other stations to Ferozepore, of a width and elevation to be determined on by the Engineer Officer charged with the duty of laying down the roads. His Highness will also appoint encamping grounds for British troops at the different stages, which shall be marked off, so that there be no claims made hereafter on account of damaged crops.

No LXXXVIII.

RANSLATION of a SANAD regarding POSSESSION of TERRITORY granted to the RAJA of JHIND by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA, dated the 5th May 1860.

WHEREAS since the day of the rise of the sun of the everlasting itish Empire and supremacy in this Country of India, the acts of loyalty d 'devotion to Government of Farzand-i-dilband-i-Rasikh-ul-i 'tikad-i-iulat-i-Inglisia (the beloved and firmly faithful son of the English Empire) ija Sahib Sarup Singh Bahadur and ancestors and predecessors of the id Raja, on occasions of war and battle, etc., have become fully conicuous; accordingly as a reward for these good services and aid and sistance with troops and supplies, etc, they have always been distin-

recognition of such approved services, the powerful British Government, way of Royal favour and kindness, has conferred on the Raja Sahib ahadur some territory and additional title for generation after generation d descendant after descendant The Raja Sahib Bahadur has applied for renewal of the *Sanad* regarding his ancestral territory as well as that anted to him previously and now by the powerful Government In view this His Excellency the Viceroy and Governor-General is pleased to pprove of the grant of the present Sanad by way of treaty with the contions entered below as a memorable document.—

CLAUSE I.

According to the list annexed to this Sanad, the Raja Sahib Bahadur and s successors will, in the present and future time, exercise sovereignty, ith peace of mind and in perfect security, in accordance with ancient istom, over his ancestral possessions and the dominions bestowed on him the British Government and consider the territory granted to him by the ritish Government in recognition of his good services as his ancestral rritory with all powers and rights, internal and external. All powers eat and small, administrative and criminal and in respect of the produce revenue, etc, will, as heretofore, remain permanently vested in the power id control of the Raja Sahib Bahadur and his successors generation after eneration and descendant after descendant at present and in future for er and in perpetuity; and (his) brothers, zaildars, feudatories, Jagirdars id dependants will, according to old custom, obey the orders and comands of the Raja Sahib Bahadur and his successors.

CLAUSE II.

The powerful British Government will not demand or exact anything on account of *nazarana*, land revenue, administrative or criminal cesses, compensation on account of troops, etc., or on any other plea whatever, in the present or future, from the Raja Sahib Bahadur, his successors, dependants, brothers Zaildars, Jagirdars or feudatories, except as provided in Clause III.

CLAUSE III.

As an additional Royal favour and having regard to the loyalty and devotion of the Raja Sahib Bahadur the powerful Government desires that this territory should always remain under the sovereignty of this family. Therefore the power of adoption is granted for ever to the said Raja Sahib and his successors so that in case there is no lineal descendant, they may, for the purpose of perpetuating the line of Chiefship, adopt a successor, according to their own choice, from among the descendants of the Phulkian family. The powerful Government cordially accepts and agrees to this. The powerful Government also grants permission that in case—May God forbid—the Raja on the *Masnad* should suddenly die, without leaving a lineal descendant or an adopted successor, the Maharaja Sahib of Patiala and the Raja Sahib of Nabha, in concert with the Commissioner Sahib Bahadur, may select a successor from among the Phulkian family and place him on the *Masnad*. In that case *nazarana* to the extent of one-third of the income of the State for one year will be paid into the treasury of the British Government by the Jhind State.

CLAUSE IV.

In the year 1847 an agreement regarding the infliction of capital punishment after reference to the Commissioner Sahib Bahadur and the prevention of female infanticide, *Sati* and slavery, etc., was obtained from the said Raja Sahib. That is now cancelled, and absolute power by all means regarding the infliction of capital punishment, etc., in his territory, according to old custom, is granted to the Raja Sahib Bahadur and his successors. Similarly with regard to punishing subjects of the powerful British Government committing crime and apprehended in the territory of the Jhind State, the Raja Sahib Bahadur and his successors are granted power in accordance with the provisions of the despatch No. 3, dated 1st June 1836 from the Honourable Court of Directors at the Capital, London. The Raja Sahib Bahadur will exert himself by every possible means in promoting the welfare of his people and the happiness of his subjects and in redressing the grievances of the oppressed and injured in the proper way. He will prevent in his territory female infanticide, *Sati* and slavery, which are opposed to the principles of justice and equity towards the people, in accordance with the provisions of the former *Sanad*. In the event of any person at any time committing the above mentioned prohibited crimes without the knowledge of the officials of the Raja Sahib, the latter will inflict deterrent punishment on him.

Clause V.

The Raja Sahib and his successors will never fail in their faithful and devoted obedience to the Empress, Queen of England, and her successors.

Clause VI

If at any time any hostile troops with mischievous intention should [illegible] ja Sahib [illegible] o-operate [illegible] He will [illegible] s, grains, etc., and transport according to the requisitions of British officers

Clause VII.

Complaints against the Raja Sahib from his subjects, Miafidars, Jagirdars, dependants, brothers and servants, etc, will on no account be listened to by the powerful British Government.

Clause VIII

With regard to internal management and the affairs of the brothers household and relatives, the rules and arrangements made by the Raja Sahib Bahadur will always be respected and not interfered with by the powerful British Government.

Clause IX

On the occasion of the construction and repair of roads in his territory the Raja Sahib Bahadur will, in accordance with the written communication of the Commissioner Sahib Bahadur, arrange, from his own territory, through *kardars* and officials of Parganas, according to former customs, for the materials required, on payment; and at the time of the construction of a rail-road or other roads, the Raja Sahib Bahadur will concede, free of charge, land that comes under roads in the same way as he has done for the Imperial road

Clause X.

The Raja Sahib will always pursue the course of obedience and loyalty to the powerful Government who will likewise continue to uphold His Honour, respect rank and dignity in the manner it is done at present.

List of ancestral territories of Farzand-i-dilband-i-Rasikh-ul'tikad-i-Daulat-i-Inglisia (the beloved and firmly faithful son of the English Empire) Raja Sarup Singh Sahib Bahadur and territory bestowed by the powerful Government, annexed to the Sanad granted by His Excellency Earl Canning, Governor-General and Viceroy of Her Majesty the Queen.

DETAILS OF ALL PARGANAS.

THE ANCESTRAL PROPERTY OF THE RAJA SAHIB BAHADUR.

PARGANA Jhind with villages Panjgaravin.

" Safidun.

" Lajvana.

" Balanwali.

" Sangrur with villages Mahlan and Ghabadan.

" Bazidpur with village Laloda.

Bhai Rupa shared by the three States.

TERRITORY GRANTED BY THE POWERFUL GOVERNMENT WITH ALL POWERS AND PROPRIETARY RIGHTS, ETC., LIKE THOSE FOR ANCESTRAL PROPERTY.

The undermentioned Villages included in Parganas Jhind and Safidun, according to Sanad dated 22nd September 1847, with revenue amounting to Rupees four thousand per annum, under the seal and signature of His Excellency Lord Hardinge, Governor-General.

(4)

Village Dalamwala included in Pargana Jhind.

(1)

Villages (3) { Baroda Basini and Khatla. } included in Pargana Safidun.

Pargana Dadri and Villages of Pargana Kalaran, *vide* letter from Secretary to the Government of India to the address of Secretary to the Chief Commissioner, Punjab, dated 2nd June 1858, and Kharita of His Excellency Earl Canning Governor-General, of above date:—

Pargana Dadri with internal and external gates.

14 villages of Pargana Kolaran.

List of Villages of Jagirdars and Zaildars:—

Village Dialpura of Dialpuria Jagirdars and Zaildars with all administrative and criminal powers and commission money and rights for ownerless lands enjoyed by the Raja Sahib Bahadur, which will continue to be enjoyed in perpetuity by his successors

No. LXXXIX.

To Furzund Dilbund Rasekool Itahqad Dowlut-i-Englishia Rajah Suroop Singh Bahadoor, of Jheend, dated 5th March 1862.

Her Majesty being desirous that the Goverments of the several Princes

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British Government.

(Sd) Canning.

No. XC.

TRANSLATION of a SUNNUD or Grant of portions of the Pergunnah of BOODWANAH, DISTRICT JHUJJUR, bestowed on the RAJAH OF JHEEND by His EXCELLENCY EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL of INDIA.

Preamble.

Whereas the devotion and loyalty of the Rajah of Jheend and of his ancestors have always been conspicuous since the establishment of British supremacy in India, His Excellency the Viceroy and Governor-General, being desirous of marking his high appreciation of these qualities, has been pleased to bestow upon the Rajah portions of Pergunnah Boodwanah, of the District of Jhujjur, containing nineteen villages, according to vernacular list annexed, assessed at a yearly revenue of (eighteen thousand five hundred and twenty Rupees) 18,520 Rupees, and to accept from the Rajah a "nuzzuranah" of (Rupees 3,70,004) three lakhs seventy thousand and four. It is accordingly ordained as follows:—

ARTICLE 1.

The territory above-mentioned is conferred upon the Rajah of Jheend and his heirs for ever.

ARTICLE 2.

The Rajah and his successors will exercise the same rights, privileges, and prerogatives in this newly-acquired territory as he at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

ARTICLE 3.

The Rajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations, with regard to this newly-acquired territory, as were imposed on him by the terms of the Sunnud, dated 5th May 1860, relating to the Rajah's ancestral possessions.

No. XCI.

AMENDED TERMS of AGREEMENT between the BRITISH GOVERNMENT and the STATE of JIND, for regulating the supply of water for irrigation from the Western Jumna Canal, executed at Simla bon ehalf of the BRITISH GOVERNMENT by C. L. TUPPER, ESQ., CHIEF SECRETARY to the

GOVERNMENT of the Punjab, duly empowered by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL in COUNCIL, and at SANGRUR on behalf of the JIND State by SARDAR RATAN SINGH, President, Council of Regency, duly empowered by His HIGHNESS the RAJA of JIND,—1892.

The terms of agreement * executed on the 29th April 1875 are hereby cancelled

2 In lieu of the cuts from the canal, by means of which irrigation was originally effected, ten main distributaries with proper masonry heads taking out of the Hansi Branch of the Western Jumna Canal, and four masonry heads for water-courses taking out of the Butana distributary, shall be provided for the irrigation of the State from the Western Jumna Canal

3 The said distributaries and the said water-course heads taking out of the Butana distributary shall be constructed at the cost of the British Government, but when completed shall be handed over to the Jind State, with the exception of the masonry heads and the portions of the channels within canal limits.

4. The distributaries so made over shall be kept in repair by the Jind State, a deduction being made on this account from the annual charge for water. The deduction shall be calculated at a certain rate for irrigated area fixed with reference to the average cost per acre for maintenance of distributaries elsewhere in British territories.

5. So soon as the ten main distributaries taking out from the Hansi Branch are made over to the Jind State, the British Canal Officer shall thenceforth exercise no interference in regard to the internal management and the distribution of water from them, nor shall he, unless at the request or with the consent of the Jind Canal Officer, reduce the supply entering the heads, provided the full gauge readings specified in Article 7 be not exceeded ; but the British Canal Officer shall have full power to shut off or to reduce the supply entering the Hansi Branch under the following circumstances :—

(*a*) As part of a general closure of the Western Jumna Canal for necessary or emergent repairs, of which due notice will be published in the *Punjab Gazette* for closures of more than ten days duration

(*b*) For purpose of repairs to any canal work or for usual or necessary silt clearances on the Hansi Branch

* Not Printed.

(*c*) On occasions of excessive rainfall or general reduction of the demand for canal water, that may render a reduction of the supply necessary, either for the safety of the canal banks or works or to prevent undue flooding or waste of water.

(*d*) For the purpose of a more effective distribution of the supply available for the distributaries on the New Main Line, and for the Delhi and Hansi Branches and the Butana distributary, all closures and reductions of the supply to the Hansi Branch being as far as possible compensated for by an immediately previous or subsequent increase of the supply which would otherwise be due to that branch.

(*e*) In the event of the supply available for the distributaries on the New Main Line and for the Delhi and Hansi Branches and Butana distributary falling below the demand, in which case the supply to the Hansi Branch shall either be rateably reduced or shall be regulated as provided in Clause (*d*) of this Article.

As long previous notice as possible shall be given to the Jind Canal Officer of all closures or reductions of the supply ordered under Clauses (*a*), (*b*), (*d*), and (*e*).

Immediate notice of all closures or reductions of the supply ordered under Clause (*e*) shall also be given to the Jind Canal Officer, who will be consulted as to the length of the period during which the reduction of the supply should be maintained.

6. The British Canal Officer shall have full power to shut off or reduce the supply to the Butana distributary at his discretion in accordance with the exigencies of irrigation, and the outlets provided on that distributary for the irrigation of Jind territory shall be subject to such periodical and special closures as may be ordered from time to time for British outlets in accordance with Rule 15, passed under Act VIII of 1873, due intimation of such orders being given to the Jind Canal Officer, but no closure shall be ordered on account of alleged wastage of water owing to disrepair of irrigating channels.

7. The distributaries shall be constructed of sufficient capacity, when running to a full gauge, to irrigate, in combination with the four water-courses from the Butana distributary, an aggregate area of 60,000 (sixty thousand) acres per annum, but in order to compensate for all irregularities or deficiencies in the supply passed into them, the annual charge for the water supplied shall be calculated on an irrigated area of 50,000 (fifty thousand) acres only, and no claims shall be raised by the Jind State for reduction of such annual charge on the grounds of short supply.

8. Gauges shall be placed at the head of each distributary for the determination of full supplies, the zero of the gauge in each case being placed on

the level of the bed of the distributary. The following gauge readings shall be held to represent full supplies in the case of each distributary:—

Number of distributary.	Full supply gauge reading
I	4·0
II	2·0
III	3·5
V	3·5
VI	2·0
VII	4·5
VIII	4·0
IX	3·5
X	3·5
XI	3·0

NOTE.—(No. IV is a branch of No. III and has no separate head in the canal.)

No. I distributary having been constructed to carry double the full

supply in the Hansi Branch will permit without being headed up, provided that the a

8(*a*).
control of
the supply
not in excess of the full supply gauge reading prescribed in Article 7 and, as far as the available depth of water in the Hansi Branch will permit. In the event of a breach or sudden cessation of the demand on a Jind distributary, the supply entering at the head shall not be reduced except in accordance with the general or special orders in this regard that may be issued from time to time by the British Canal Officer, but all reductions of supply applied for by the Jind Canal Officer will be effected after due and sufficient notice has been given.

9 Masonry diaphragms shall be constructed in the first two miles of each distributary, which shall be held to indicate the normal bed-levels and

cross-sections of the channel in which they are situated. The Jind State shall make all clearances of these channels as nearly as may be in conformity with the levels and cross-sections thus indicated, and shall not increase the capacity of any of the channels beyond the limits indicated by the said diaphragms without the consent of the British Government. The British Canal Officers shall be at liberty to inspect the said diaphragms and to repair them at the cost of the British Government should they be found to require it.

10. The amount payable annually by the Jind State for the supply of water for irrigation shall be calculated on an area of 50,000 (fifty thousand) acres, the rate per acre being the average of some few years of measured irrigation in lands similarly situated in British territory, but the amount shall be subject to deduction on account of—

(1) Cost of repairs and maintenance of distributaries as provided in Article 4.

(2) Reduction of canal establishment resulting from the transfer of sole management of the distributaries to the State.

(3) Fees to Lambardars and Patwaris at the rate of 5 (five) per cent. on the amount payable.

Note.—The net amount payable by the State, after making the stipulated deductions, has been fixed for the present at Rs. 1,05,500 (one hundred and five thousand five hundred) as detailed below. The rate of 2·4 (two and four-tenths) rupees per acre was obtained by striking a mean for five years ending 1883-84 of actual realizations per acre irrigated in the Jind State:—

		Rs.
Gross sum payable— 50,000 acres at Rs. 2·4 per acre		1,20,000
Deductions—	Rs	
(1) Maintenance and repairs	5,000	
(2) Establishment savings	3,500	
(3) Fees to Lambardars and Patwaris	6,000	
		14,500
Net amount payable per annum		1,05,500

11. In the event of there being a general reduction of water-rates on the canal, a rateable reduction shall be made in the amount payable by the State; and in the event of the rates being increased, a rateable increase shall be demandable from the State.

12. In case of any difference of opinion arising between any officers of the Jind State and the British Canal Officers relating to the supply of water, it shall be referred to the Lieutenant-Governor of the Punjab, whose decision shall be final. If any difference of opinion shall arise between the Jind State and the Lieutenant-Governor of the Punjab as to the construction of this agreement, a reference may made to the Governor-General in Council, whose decision shall be final.

Executed at Sangrur this twenty-fourth day of July 1892 on behalf of His Highness the Raja of Jind by Sardar Ratan Singh, President, Council of Regency, in presence of me, L. Chandu Lal, Mir Munshi

(Sd.) C L. TUPPER,

Chief Secretary to the Government of the Punjab.

The 10th August 1892.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India

(Sd.) H M. DURAND,

Secretary to the Government of India.

FOREIGN DEPARTMENT;
SIMLA,
The 16th September 1892

No. XCII.

AGREEMENT for the construction of a LINE of TELEGRAPH from MALER KOTLA to SANGRUR,—1893.

WHEREAS the *State of Jind* is desirous of having a line of telegraph constructed from *Maler Kotla* to *Sangrur* to be worked in connection with the British lines of telegraph, the following terms are agreed upon by *W. R Brooke, Esquire, Director General of Telegraphs,* on the part of the *British Government* duly empowered by the *Viceroy and Governor-General of India in Council* on that behalf, and by *Sardar Rattan Singh,* duly empowered by the *Government of the Jind State* on that behalf:—

I *The British Government* agrees to construct for the Jind State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Maler Kotla and Sangrur at a cost of rupees two thousand (Rs 2,000) more or less, the Jind State supplying the supports and distributing them free of charge, and the Jind State agrees to pay to the British Government the cost of the line as the money may be required.

II. The line so constructed shall be called the Jind Branch Telegraph Line.

III With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Jind State on terms and conditions to be agreed upon at the time between the Jind State and the Government of India

IV. The Jind Branch Telegraph Extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department

cross-sections of the channel in which they are situated. The Jind State shall make all clearances of these channels as nearly as may be in conformity with the levels and cross-sections thus indicated, and shall not increase the capacity of any of the channels beyond the limits indicated by the said diaphragms without the consent of the British Government. The British Canal Officers shall be at liberty to inspect the said diaphragms and to repair them at the cost of the British Government should they be found to require it.

10. The amount payable annually by the Jind State for the supply of water for irrigation shall be calculated on an area of 50,000 (fifty thousand) acres, the rate per acre being the average of some few years of measured irrigation in lands similarly situated in British territory, but the amount shall be subject to deduction on account of—

(1) Cost of repairs and maintenance of distributaries as provided in Article 4.

(2) Reduction of canal establishment resulting from the transfer of sole management of the distributaries to the State.

(3) Fees to Lambardars and Patwaris at the rate of 5 (five) per cent. on the amount payable.

Note.—The net amount payable by the State, after making the stipulated deductions, has been fixed for the present at Rs. 1,05,500 (one hundred and five thousand five hundred) as detailed below. The rate of 2·4 (two and four-tenths) rupees per acre was obtained by striking a mean for five years ending 1883-84 of actual realizations per acre irrigated in the Jind State:—

Gross sum payable—		Rs.
50,000 acres at Rs. 2·4 per acre		1,20,000
Deductions—	Rs	
(1) Maintenance and repairs	5,000	
(2) Establishment savings	3,500	
(3) Fees to Lambardars and Patwaris .	6,000	
		14,500
Net amount payable per annum		1,05,500

11. In the event of there being a general reduction of water-rates on the canal, a rateable reduction shall be made in the amount payable by the State; and in the event of the rates being increased, a rateable increase shall be demandable from the State.

12. In case of any difference of opinion arising between any officers of the Jind State and the British Canal Officers relating to the supply of water, it shall be referred to the Lieutenant-Governor of the Punjab, whose decision shall be final. If any difference of opinion shall arise between the Jind State and the Lieutenant-Governor of the Punjab as to the construction of this agreement, a reference may made to the Governor-General in Council, whose decision shall be final.

Executed at Sangrur this twenty-fourth day of July 1892 on behalf of His Highness the Raja of Jind by Sardar Ratan Singh, President, Council of Regency, in presence of me, L. Chandu Lal, Mir Munshi.

(Sd.) C. L TUPPER,

Chief Secretary to the Government of the Punjab.

The 10th August 1892.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India

(Sd) H. M. DURAND,

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I. *The British Government* agrees to construct for the Jind State a line of telegraph [illegible] other instruments [illegible] [illegible] and distributing them free of charge, and the Jind State agrees to pay to the British Government the cost of the line [illegible] required.

II. The line so constructed shall be called the Jind [illegible] Telegraph Line.

III With the consent of the Government [illegible] may at any time be added [illegible] on terms and conditions to be agreed upon [illegible] Jind State and the Government of India

IV. The Jind Branch Telegraph [illegible] managed and worked [illegible] the officers of the Telegraph Department;

of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up the value of those of the materials of which it is composed which were supplied by the Telegraph Department shall be refunded to the Jind State, less the cost of dismantling and returning them into store.

V. The State of Jind shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure and also Rs. 5 per mile of wire to cover cost of line establishment and minor charges of the Telegraph between Maler Kotla and Sangrur. These rates may be changed at any time hereafter, after one year's notice has been given to the Jind State.

VI. The entire receipts at the Telegraph Office at Sangrur and at any other office opened on the Jind Branch Telegraph Extension shall be credited annually to the Jind State and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Jind State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Jind State, if the cost exceeds the receipts, the difference shall be paid by the Jind State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid on inland messages and the Indian share of foreign messages despatched from the offices aforesaid.

VII. The accounts of the Jind Branch Telegraph Line and of the offices maintained on it shall be rendered yearly to the State of Jind and the charges and balance shall be adjusted without delay.

VIII. The Jind State shall provide free of rent such accommodation for e offices that may be opened on the Jind Branch Telegraph Line as the irector-General of Telegraphs shall consider necessary, and shall keep the me in good repair.

IX. The State of Jind agrees to apply to the Jind Branch Telegraph Line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts, or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X. The State of Jind agrees to apply to the Jind Branch Telegraph Line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in India. The British Government will undertake to furnish the Jind State with accurate translations of such Acts, Rules and Regulations.

XI. The Jind State agrees that the Jind Branch Telegraph Line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

XII. The British Government agrees that whenever the Jind State shall find occasion to be dissatisfied with any of the officials employed on the Jind Telegraph Office and may wish to remove them from office, such

officials shall on the application of the Jind Durbar be at once removed and other officers shall be sent to fill their place as soon afterwards as practicable.

XIII. Jurisdiction in regard to offences against the Telegraph Act committed in Jind territory by native subjects of the British Government or by subjects of the Raja of Jind will be regulated by Clause IV of the Sanad dated 5th May 1860, granted to His Highness the Raja of Jind by the British Government European British subjects accused of such offences shall be tried in British Courts.

XIV In most urgent cases the Jind State will, during the pleasure of the British Government, have the power of ordering the Jind Branch line to be cleared

Signed sealed and delivered by the said Sardar Rattan Singh on behalf of the Government of the Jind State, on the twenty-ninth day of January 1893 in the presence of—

Witness (*Sd*) CHANDU LAL, *Mir Munshi, Jind State*

(*Sd*) RATTAN SINGH,
President, Council of Regency, Jind State.

Signed sealed and delivered for and on behalf of the British Government by the Director-General of Telegraphs in India at Simla on the 11th day of April 1893.

(*Sd*) W R BROOKE,
Director-General of Telegraphs.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

FOREIGN DEPARTMENT,
SIMLA,
The 11th May 1893

(*Sd*) H. M DURAND,
Secretary to the Government of India.

No. XCIII.

AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE AND WORKING OF THE LUDHIANA-DHURI-JAKHAL RAILWAY BY THE NORTH WESTERN RAILWAY ON BEHALF OF THE MALER KOTLA AND JHIND DARBARS,—1899.

THIS INDENTURE made the sixth day of September 1899 between the SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the

Secretary of State) of the one part and the MALER KOTLA AND JHIND DARBARS of the other part:—

WHEREAS a line of Railway situated partly in British territory and partly in territory lying in the Native States of Jhind, Maler Kotla and Patiala and about 79 miles in length is to be constructed on the 5½ feet standard gauge from Ludhiana on the North Western Railway to Dhuri on the Rajpura-Bhatinda Railway and from Dhuri to Jakhal on the Southern Punjab Railway.

AND WHEREAS the Secretary of State and the Maler Kotla and Jhind Darbars have agreed that the said Darbars shall supply all the fund necessary for construction exclusive of rolling-stock with the stores plant and machinery pertaining thereto and of electric telegraph with the appliances appertaining thereto and that the Government of India shall construct and through the agency of the North Western Railway maintain and work the said line of Railway from Ludhiana by Dhuri to Jakhal upon the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows:—

1. "The North Western Railway" means the Railway worked by the Secretary of State and now under the control of the Manager, North Western Railway, and any alterations and additions that may from time to time during the continuance of this contract be made in or to the said Railway by or with the sanction of the Secretary of State but not so as to include any Railways or works comprised in "the Ludhiana-Dhuri-Jakhal Railway" as hereinafter defined.

2. "The Ludhiana-Dhuri-Jakhal Railway" means the Railway extending from Ludhiana on the North Western Railway to Dhuri on the Rajpura-Bhatinda Railway and from Dhuri to Jakhal on the Southern Punjab Railway with any improvements alterations and additions of whatever description that may from time to time be made in or to the said Railway by or with the sanction of the Maler Kotla and Jhind Darbars but with the exception of the telegraphs and telegraphic appliances used or to be used thereon.

3. "The Amalgamated Undertaking" means "the North Western Railway" and "the Ludhiana-Dhuri-Jakhal Railway" (as defined above in Clauses 1 and 2 respectively) taken as a whole the intention being that these two Railways under the terms hereinafter contained in this agreement should be worked together as if the two constituted but a single Railway.

4. "Gross receipts" mean and include when not otherwise stated all receipts from coaching and goods traffic and from telegraphs all sums received as rents and all other receipts usually treated as Railway revenue.

5. This agreement shall be taken to have commenced and as having come into force upon the sixth day of September 1899 and shall be subject to revision from time to time and shall be and remain in force until the 31st day of December 1904 and shall be terminable then or on the 1st January or

the 1st July in any year thereafter on six months' previous notice in writing being given by either party to this agreement to the other but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken.

6 The North Western Railway shall survey and select the best alignment available for the construction of the Ludhiana-Dhuri-Jakhal Railway and shall prepare an estimate of its cost such alignment and estimate of cost being subject to the approval of the Maler Kotla and Jhind Darbars and to the final sanction of the Secretary of State

7(*a*) The Maler Kotla and Jhind Darbars shall supply all funds necessary to complete the construction of the Ludhiana-Dhuri-Jakhal Railway as may from time to time be required by the Secretary of State.

7(*b*). The Government of India shall through the agency of the Director of Railway Construction construct the Ludhiana-Dhuri-Jakhal Railway in a permanent and substantial manner of first class and durable materials according to the standard of the North Western Railway and shall furnish it with such stores plant machinery and equipment as may be necessary for working the traffic. Steel flat-footed rail 75 lbs. to the yard shall be adopted and deodar sleepers of the same specification as are used on the main line of the North Western Railway.

7(*c*). The Secretary of State shall provide the necessary electric telegraph and appliances.

7(*d*). The Government of India shall with all reasonable despatch construct and make ready for opening the Ludhiana-Dhuri-Jakhal Railway and if possible shall open such railway within two years from the date of this agreement.

8. During the continuance of this agreement the North Western Railway shall efficiently maintain the Ludhiana-Dhuri-Jakhal Railway and keep the same supplied with rolling-stock plant and machinery in good order as if it were part of the North Western Railway and shall do all in their power to develop the traffic on the Ludhiana-Dhuri-Jakhal Railway and shall manage use and work the Ludhiana-Dhuri-Jakhal Railway and shall convey traffic thereon.

9 The Secretary of State shall be the sole judge as to the standard of maintenance to be required and the Revenue Accounts provided for in Clause [illegible] such [illegible] ɔinted [illegible] modi- [illegible] d the [illegible]

10. The North Western Railway shall be responsible for all accidents and for loss and damage of every [illegible] 'amaged goods) that shall occur upon [illegible] ' except accidents loss or damage caused [illegible] due to defects in the construction or to the maintenance or working of the said

Ludhiana-Dhuri-Jakhal Railway by the North Western Railway. Should any of the permanent works such as bridges stations buildings or other works upon the Ludhiana-Dhuri-Jakhal Railway fail from causes beyond the control of the North Western Railway or should any extraordinary casualty occur the case must be regarded as exceptional and the cost of construction or replacement must be charged to Capital or Revenue or divided between them as may be deemed by the Secretary of State proper according to the circumstances of the case.

11. All subsequent works and alterations chargeable to Capital and which may from time to time be agreed upon between the North Western Railway and the Maler Kotla and Jhind Darbars as necessary for the efficient working of the Ludhiana-Dhuri-Jakhal Railway shall be carried out by the North Western Railway at the expense of the Maler Kotla and Jhind Darbars.

12. The Secretary of State may from time to time by notice in writing require the carrying out of any alteration or improvement in the Ludhiana-Dhuri-Jakhal Railway or any addition thereto that may in his opinion be necessary for the safety of passengers or for the safety of the public or for the effectual working of the Ludhiana-Dhuri-Jakhal Railway. Such notice shall specify the alteration improvement or addition required and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration improvement or addition.

13. Any moneys required by the North Western Railway for any purpose properly chargeable to the Maler Kotla and Jhind Darbars in connection with the Ludhiana-Dhuri-Jakhal Railway and sanctioned under Clause 10 or 11 or required by the Secretary of State under Clause 12 shall be provided by the Maler Kotla and Jhind Darbars according to such arrangements as shall from time to time be made between the Maler Kotla and Jhind Darbars and the Secretary of State. The incidence of the cost of all works to be constructed shall be agreed upon before the work is commenced.

14. The area of land required for the Ludhiana-Dhuri-Jakhal Railway whether during or after construction shall be provided free of cost by the Secretary of State in the case of British territory and by the Native States concerned in the case of land lying in Native States' territory. The North Western Railway shall occupy such land during the period of this agreement but for purposes in connection with the Ludhiana-Dhuri-Jakhal Railway the North Western Railway shall not acquire either absolutely or for any limited estate any land situate in Maler Kotla Jhind and Patiala territory or any rights or easements in over or in respect of any land so situate. The expression "land" includes as regards the operation of this clause buildings lands and all other hereditaments of whatever description.

15. During the continuance of this agreement the North Western Railway shall have entire control of the traffic working of the Ludhiana-Dhuri-Jakhal Railway shall supply all staff required for the supervision and working including that for audit and accounts and shall supply all locomotives and

other rolling-stock fuel and working stores required for the efficient working of the Ludhiana-Dhuri-Jakhal Railway.

16 The North Western Railway shall maintain and keep the Ludhiana-Dhuri-Jakhal Railway together with the plant and machinery and equipment in good repair and good working condition to the satisfaction of the Secretary of State.

17 The North Western Railway shall cause to be run on the Ludhiana-Dhuri-Jakhal Railway so many trains at such times at such rates of speed between such places and with such conveniences and accommodations as the traffic shall from time to time require after duly considering any recommendations or suggestions from the Maler Kotla and Jhind Darbars.

18 The North Western Railway shall book goods and passengers from all stations upon the line of the Ludhiana-Dhuri-Jakhal Railway to all such stations upon other lines of railway as the North Western Railway now or shall from time to time interchange traffic with and shall otherwise extend to the traffic on the Ludhiana-Dhuri-Jakhal Railway all privileges facilities and booking arrangements now or hereafter used or enjoyed by the North Western Railway in connection with other lines of Railway.

19. The North Western Railway shall charge such rates fares and tolls and shall make such rules conditions and arrangements in respect of the traffic on the said Ludhiana-Dhuri-Jakhal Railway as are now in force or shall be from time to time within the powers of the Manager North Western Railway to introduce on the North Western Railway. Construction and revenue stores required either for the North Western Railway or any lines for the time being worked by the North Western Railway or for the Ludhiana-Dhuri-Jakhal-Railway shall be carried over the lines of the "Amalgamated Undertaking" at the rates and under the conditions in force for the time being on the North Western Railway.

20. All services which on the Ludhiana-Dhuri-Jakhal Railway the Secretary of State or the Maler Kotla and Jhind Darbars shall require the North Western Railway to perform for the Post Office the Military Department the Police Department or any other Department of the State or for high Government and Darbar officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India) the conveyance of Post Office servants when on duty the conveyance of troops and sailors Military and Naval establishments horses and other animals used for military purposes guns military stores and enquipments the conveyance of police prisoners and paupers the conveyance of telegraph stores instruments officers and workmen and of any public stores whatever inclusive of stores for any other State Railway shall be performed by the North Western Railway on the same general conditions and at the same rates and under the same conditions as may for the time being be generally in force on the North Western Railway.

21 (*a*). The North Western Railway shall record and keep in proper books full and particular accounts of all its transactions and correspondence

in any way relating to or affecting the Ludhiana-Dhuri-Jakhal Railway or the business thereof or any of the matters or things included or referred to in this agreement so as at all times to exhibit fully and truly the state of its affairs in relation thereto and the Maler Kotla and Jhind Darbars or any person or persons appointed by them in that behalf shall at all reasonable times have free access to all the books accounts papers and documents of the North Western Railway relating to the Ludhiana-Dhuri-Jakhal Railway with power to call for or make copies of or extracts from the same.

21 (*b*). The Director of Railway Construction shall supply quarterly reports of progress during the period of construction to the Maler Kotla and Jhind Darbars.

22. The North Western Railway shall keep the following accounts in regard to the Ludhiana-Dhuri-Jakhal Railway :—

A Capital Account including the Stores Accounts.

A Revenue Account.

23. In the Capital Account of the Ludhiana-Dhuri-Jakhal Railway the following particulars shall be entered to debit and credit respectively (that is to say)—

To debit.

(*a*) The value at cost price as shown in the accounts of the Ludhiana-Dhuri-Jakhal Railway as and in manner aforesaid inclusive of the railway plant and machinery and equipment supplied by the North Western Railway as aforesaid.

(*b*) The value as certified by the Maler Kotla and Jhind Darbars of all land provided by them after the date of this agreement for the purposes of the Ludhiana-Dhuri-Jakhal Railway.

(*c*) All moneys which shall be actually expended by the North Western Railway with the sanction of the Maler Kotla and Jhind Darbars out of the funds provided by them in respect of the Ludhiana-Dhuri-Jakhal Railway upon works plant or machinery the cost of which is chargeable to Capital.

(*d*) All such other sums (if any) as ought to be entered to debit in the Capital Account.

And to credit.

(*e*) All such of the moneys to be received by or on behalf of the North Western Railway in respect of the Ludhiana-Dhuri-Jakhal Railway as ought under the provisions of this agreement to be treated as received on account of Capital.

(*f*) The value of any land originally debited to the Capital Account of which the North Western Railway shall have been allowed to take possession for the purposes of the Ludhiana-Dhuri-Jakhal Railway and which shall have been subsequently relinquished,

24 All moneys expended by the North Western Railway on the Capital Accounts of the Ludhiana-Dhuri-Jakhal Railway and all other expenses of the North Western Railway in connection therewith shall from time to time be stated and submitted to the Maler Kotla and Jhind Darbars. The Capital Account shall from time to time be made up and the balance thereon ascertained and stated therein.

25 The gross receipts of the Ludhiana-Dhuri-Jakhal Railway are to be collected and treated as receipts of the North Western Railway Moneys such as shall arise from the sale of any property on any occasion other than the replacement of the property sold by other property of the same or a similar character shall be treated as received on account of Capital the residue shall be treated as received on account of Revenue. Provided always that no sale of any property other than stores belonging to the Darbar on any occasion other than such replacement as aforesaid shall be made without the sanction of the Maler Kotla and Jhind Darbars.

26. A Revenue Account for the Ludhiana-Dhuri-Jakhal Railway showing the earnings of the line under the heads prescribed for State Railways and therefrom for working expenses as per epared by the North Western Railway half-d the 31st day of December in each year or to such other days as may at any time be prescribed for Indian State Railways and shall be regularly submitted by the North Western Railway to the Maler Kotla and Jhind Darbars Every Revenue Account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Maler Kotla and Jhind Durbars but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next Revenue Account or in any subsequent Revenue Account or Accounts.

under Clause 10 properly chargeable to Revenue Account shall be paid by the North Western Railway and in each half-year there shall be deducted from the gross receipts of the Ludhiana-Dhuri-Jakhal Railway fifty-five per cent. of such gross receipts and the balance after making the said deduction shall be paid over to the Maler Kotla and Jhind Darbars

dealt with the question shall be determined on the general principle that Capital is to bear the cost of new works of additional plant and machinery and of substantial improvements of and additions to old works plant and

appliances of which the Secretary of State shall from time to time under the last preceding clause have allowed to the North Western Railway the exclusive use such charges being calculated according to the rules for the time being in force for State Railway telegraphs

32. The North Western Railway shall in relation to any electric telegraph or telegraphic appliances of which under Clause 30 of this agreement it shall for the time being be allowed to have the use observe the rules applicable to telegraphs and telegraphic appliances which shall for the time being be in force in the case of State Railway telegraphs

33 All correspondence connected with the construction maintenance and working of the Ludhiana-Dhuri-Jakhal Railway under any of the clauses of this agreement shall so far as the questions affecting principles and important matters are concerned be conducted between the Manager North Western Railway for the time being and the Maler Kotla and Jhind Darbars through the medium of the Secretary to the Government of the Punjab in the Public Works Department but in ordinary matters the Maler Kotla and Jhind Darbars shall if they desire to do so correspond with the Manager North Western Railway direct through their own officials

34 The Maler Kotla and Jhind Darbars shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this agreement

35 If there shall be any breach (whether by act or commission or default) on the part of the North Western Railway or of the Maler Kotla and Jhind Darbars of any of the stipulations or provisions of this agreement performed or observed and the North Western Railway or the Maler Kotla and Jhind Darbars respectively shall fail to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Maler Kotla and Jhind Darbars or the North Western Railway respectively by the Secretary of State the Secretary of State may on or at any time after the expiration of the six calendar months aforesaid determine this agreement by giving to the North Western Railway or the Maler Kotla and Jhind Darbars as the case may be notice in writing of such determination.

36. Upon the determination of this agreement under either of the two Clauses 5 or 35 or by effluxion of time the North Western Railway shall give to the Maler Kotla and Jhind Darbars possession of the Ludhiana-Dhuri-Jakhal Railway in good working and efficient order together with the land plant machinery and equipment belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract and all plans books survey sections printings writings and documents whatsoever in any wise connected with the Ludhiana-Dhuri-Jakhal Railway and all other property (if any) belonging or appertaining thereto and shall pay to the Maler Kotla and Jhind Darbars all moneys in the possession of the North Western Railway on account of the Ludhiana-Dhuri-Jakhal Railway And after such possession shall have been given and after all moneys which under

this agreement shall have become payable to the Maler Kotla and Jhind Darbars shall have been duly paid the Maler Kotla and Jhind Darbars shall be bound to indemnify the North Western Railway its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Ludhiana-Dhuri-Jakhal Railway and which shall be then subsisting.

37. Upon the determination of this agreement the working stores appertaining to the Ludhiana-Dhuri-Jakhal Railway which may have been provided by the North Western Railway shall if the North Western Railway so desire be taken over by the Maler Kotla and Jhind Darbars at a valuation to be determined by mutual agreement or if necessary by arbitration.

38. In the event of any difference of opinion arising upon any of the terms of this agreement between the Maler Kotla and Jhind Darbars and the North Western Railway the matter shall be referred through the Punjab Government to the Government of India whose decision shall be final and binding on all parties.

IN WITNESS WHEREOF the said parties have hereunto set their respective hands and seals the day and year herein below entered opposite their names respectively.

Signed sealed and delivered by—

MUNSHI CHANDU LALL,
Foreign Minister, Jhind Darbar this fourth day of August 1899.

Counter-signed by—

RAJAH RANBIR SINGH
of Jhind this fifth day of August 1899.

AMIRUDDEEN,
Superintendent, Maler Kotla Darbar this tenth day of August 1899.

Signed sealed and delivered by—

F. R. UPCOTT,

Secretary to the Government of India, Public Works Department, acting under the orders of the Government on behalf of the Secretary of State for India in Council this sixth day of September 1899.

Witnesses to signature—

R. P. STARES, Capt.,
Adjutant, 2nd P. V. R. C.

THOS. FERN,
Registrar, Govt. of India, P. W. D.

No. XCIV.

AGREEMENT entered into by the JIND STATE regarding the CESSION of JURISDICTION on that PORTION of the LUDHIANA-DHURI-JAKHAL RAILWAY which lies within the JIND STATE,—1900.

I, the Raja of Jind State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Ludhiana-Dhuri-Jakhal Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands

22nd December 1900. | Seal. | RANBIR SINGH, *Raja of Jind.*

No. XCV.

AGREEMENT entered into by the JIND STATE regarding the CESSION of JURISDICTION on that PORTION of the REWARI-FEROZEPORE RAILWAY which lies within the JIND STATE,—1900.

I, the Raja of Jind State, hereby cede to the British Government full
'ands in the
vari-Feroze-
ut-buildings
whatsoever

MUSSOORI;
The 13th July 1900. | Seal. | RANBIR SINGH, *Raja of Jind.*

No. XCVI.

AGREEMENT entered into by the JIND STATE regarding the CESSION of JURISDICTION on that PORTION of the SOUTHERN PUNJAB RAILWAY which lies within the JIND STATE,—1900.

I, the Raja of Jind State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the

said State which are, or may hereafter be, occupied by the Southern Punjab Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

MUSSOORI; } Seal. RANBIR SINGH,

The 13th July 1900. } *Raja of Jind.*

No. XCVII.

REQUESTS on the part of the RAJAH JESWUNT SING of NABBA and the GOVERNOR-GENERAL'S replies.

Requests.	*Answers.*
1st.—That Tribute and Nuzzerana be remitted.	Agreeably to the Proclamation issued by Lieutenant-Colonel Ochterlony in 1809 which declares that the Country of the Chiefs of Malwa and Sirhind comprehended between the Sutludge and Jumna Rivers shall be exempted from all pecuniary tribute to the British Government, no tribute or Nuzzerana will ever be demanded.
2ndly.—That under the auspices of the Honorable Company my power and authority in my own territories shall continue to be exercised by me according to established usage.	Rajah Jeswunt Sing of Nowba shall continue to exercise the same power and authority within the limits of his own territory which he has enjoyed since he has been received under the protection of the British Government.
3rdly.—That under the protection and with the support of the British Government, I shall continue to hold possession of my Country, as I have held it from the first to the present time, unmolested by any one.	Rajah Jeswunt Sing shall continue in the occupation of all the lands which he possessed at the period of the last expedition of the Rajah of Lahore across the Sutludge.
4thly.—With respect to the grant of a Jaggeer such as was conferred on my Brethren by Lord Lake after his Lordship's return to Delhi in reward of their services during the contest with Holkar, I hope that Government will now manifest its favor and	The Governor-General refers Rajah Jeswunt Sing to the letter which was addressed to him by Lieutenant-Colonel Ochterlony on the 6th of February 1809, as containing his Lordship's sentiments on the subject of this request.

liberality towards me, as I was prevented by indisposition from attending his Lordship at the same time with the other Chiefs.

5thly.—The British Government is my asylum I am hopeful, therefore, that the circumstances of my sincere attachment and devotion will be viewed with a favorable eye

The British Government considers Rajah Jeswunt Sing to be among the number of its faithful friends and wellwishers, and he may rely with confidence on the continuance of its favor and protection so long as his conduct shall continue to be regulated by the principles of attachment and obedience.

No. XCVIII.[1]

TRANSLATION of a Sanad regarding possession of territory granted to the RAJAH OF NABHA by HIS EXCELLENCY (the Viceroy and Governor General of India) dated 5th May 1860.

Whereas since the day of the rise of the sun of the ever lasting British Empire and supremacy in this country of India, the acts of loyalty and devotion to Government of Farzand-Arjumand-i-Akidat Paiwand-i-Daulat-i-Inglisia Barar-bans, Sirmor Raja Bharpur Singh Malwindar Bahadur and Raja Jaswant Singh Sahib grandfather of the said Raja Sahib were in former times fully conspicuous, particularly in the year 1857, A.D, during the days of the insurrection and mutiny of wretched persons when the Raja Sahib Bahadur rendered and displayed worthy and conspicuous services which surpassed his previous achievement Therefore, in recognition of such approved services, the powerful British Government, by way of Royal favour and kindness, has conferred on the Raja Sahib Malwindar Bahadur some territory and additional title for generation after generation and descendant after descendant The Raja Sahib Bahadur has applied for a renewal of the *Sanad* regarding his ancestral territory as well as that granted to him by the powerful Government. In view of this His Excellency the Viceroy and Governor General is pleased to approve of the grant of the present *Sanad* by way of treaty with the conditions entered below as a memorable document.—

CLAUSE I.

According to the list annexed to this Sanad, the Raja Sahib Bahadur and his successors will, in the present and future time, exercise sovereig

with peace of mind and in perfect security, in accordance with ancient custom, over his ancestral possessions and the dominions bestowed on him by the British Government and consider the territory granted to him by the British Government in recognition of his good services as his ancestral territory with all powers and rights, internal and external. All powers great and small, administrative and criminal and in respect of the produce of revenue, etc., will, as heretofore, remain permanently vested in the power and control of the Raja Sahib Malwindar Bahadur and his successors generation after generation and descendant after descendant in present and in future for ever and in perpetuity; and (his) brothers, Zaildars, Chaharumians (persons entitled to a fourth share), feudatories, Jagirdars and dependants will, according to old custom, obey the orders and commands of the Raja Sahib Bahadur and his successors.

Clause II.

The powerful British Government will not demand or exact anything on account of *nazrana*, land revenue, administrative or criminal cesses, compensation on account of troops, etc., or on any other plea whatever, in the present or future, from the Raja Sahib Malwindar Bahadur, his successors, dependants, brothers, Zaildars, Jagirdars, Chaharumians or feudatories except as provided in Clause III.

Clause III.

As an additional Royal Favour and having regard to the loyalty and devotion of the Raja Sahib Bahadur the powerful Government desires that this territory should always remain under the sovereignty of this family. Therefore, the power of adoption is granted for ever to the said Raja Sahib and his successors so that in case there is no lineal descendant, they may, for the purpose of perpetuating the line of Chiefship, adopt a successor, according to their own choice from among the descendants of the Phulkian family. The powerful Government cordially accepts and agrees to this. The powerful Government also grants permission that in case, may God forbid, the Raja on the masnad should suddenly die, without leaving a lineal descendant or an adopted successor, the Maharaja Sahib of Patiala and the Raja Sahib of Jind in concert with the Commissioner Sahib Bahadur, may select a successor from among the Phulkian family and place him on the masnad. In that case nazrana to the extent of one-third of the income of the State for one year will be paid into the treasury of the British Government by the Nabha State.

Clause IV.

Formerly regarding the infliction of capital punishment, etc., a reference to the Commissioner Sahib Bahadur used to be made. Now this practice has been stopped, and in future full authority for inflicting capital punish-

ment, etc., in his own territory according to the old custom is granted in perpetuity to Raja Sahib Malwindar Bahadur and his successors. Similarly with regard to punishing subjects of the powerful British Government

Hon'ble Court of Directors at the Capital, London. The Raja Sahib Bahadur will exert himself by every possible means in promoting the welfare of his people and the happiness of his subjects and redressing the grievances of the oppressed and injured in the proper way He will prevent in his territory female infanticide, *Sati* and slavery, which are opposed to the principles of justice and equity towards the people In the event of any person at any time committing the above mentioned prohibited crimes without the knowledge of the officials of the Raja Sahib Bahadur, the latter will inflict deterrent punishment on him.

CLAUSE V.

The Raja Sahib and his successors will never fail in their faithful and devoted obedience to the Empress, Queen of England, and her successors

CLAUSE VI.

If at any time any hostile troops with mischievous intention should appear in his ... ection, the Raja Sahib ... and loyally co-operate ... ce with past practice ... in providing supplies, grains, etc., and transport according to the requisitions of British officers.

CLAUSE VII.

Complaints against the Raja Sahib from his subjects, Muafidars, Jagirdars, dependants, brothers and servants, etc., will on no account be listened to by the powerful British Government.

CLAUSE VIII.

With regard to internal management and the affairs of brothers, household and relatives, the rules and arrangements made by the Raja Sahib Malwindar Bahadur will always be respected and not interfered with by *the* powerful British Government.

CLAUSE IX

On the occasion of the construction and repairs of roads in *his territory* the Raja Sahib Malwindar Bahadur will, in accorda *written*

with peace of mind and in perfect security, in accordance with ancient custom, over his ancestral possessions and the dominions bestowed on him by the British Government and consider the territory granted to him by the British Government in recognition of his good services as his ancestral territory with all powers and rights, internal and external. All powers great and small, administrative and criminal and in respect of the produce of revenue, etc., will, as heretofore, remain permanently vested in the power and control of the Raja Sahib Malwindar Bahadur and his successors generation after generation and descendant after descendant in present and in future for ever and in perpetuity; and (his) brothers, Zaildars, *Chaharumians (persons entitled to a fourth share)*, feudatories, Jagirdars and dependants will, according to old custom, obey the orders and commands of the Raja Sahib Bahadur and his successors.

CLAUSE II.

The powerful British Government will not demand or exact anything on account of *nazrana*, land revenue, administrative or criminal cesses, compensation on account of troops, etc., or on any other plea whatever, in the present or future, from the Raja Sahib Malwindar Bahadur, his successors, dependants, brothers, Zaildars, Jagirdars, Chaharumians or feudatories except as provided in Clause III.

CLAUSE III.

As an additional Royal Favour and having regard to the loyalty and devotion of the Raja Sahib Bahadur the powerful Government desires that this territory should always remain under the sovereignty of this family. Therefore, the power of adoption is granted for ever to the said Raja Sahib and his successors so that in case there is no lineal descendant, they may, for the purpose of perpetuating the line of Chiefship, adopt a successor, according to their own choice from among the descendants of the Phulkian family. The powerful Government cordially accepts and agrees to this. The powerful Government also grants permission that in case, may God forbid, the Raja on the masnad should suddenly die, without leaving a lineal descendant or an adopted successor, the Maharaja Sahib of Patiala and the Raja Sahib of Jind in concert with the Commissioner Sahib Bahadur, may select a successor from among the Phulkian family and place him on the masnad. In that case nazrana to the extent of one-third of the income of the State for one year will be paid into the treasury of the British Government by the Nabha State.

CLAUSE IV.

Formerly regarding the infliction of capital punishment, etc., a reference to the Commissioner Sahib Bahadur used to be made. Now this practice has been stopped, and in future full authority for inflicting capital punish-

ment, etc, in his own territory according to the old custom is granted in perpetuity to Raja Sahib Malwindar Bahadur and his successors. Similarly with regard to punishing subjects of the powerful British Government committing crime and apprehended in the territory of the Nabha State, The Raja Sahib Bahadur and his successors are granted power in accordance with the provisions of the despatch No 3, dated 1st June 1836, from the Hon'ble Court of Directors at the Capital, London The Raja Sahib Bahadur will exert himself by every possible means in promoting the welfare of his people and the happiness of his subjects and redressing the grievances of the oppressed and injured in the proper way. He will prevent in his territory female infanticide, *Sati* and slavery, which are opposed to the principles of justice and equity towards the people. In the event of any person at any time committing the above mentioned prohibited crimes without the knowledge of the officials of the Raja Sahib Bahadur, the latter will inflict deterrent punishment on him.

CLAUSE V.

The Raja Sahib and his successors will never fail in their faithful and devoted obedience to the Empress, Queen of England, and her successors.

CLAUSE VI.

If at any time any hostile troops with mischievous intention should appear in his neighbourhood from any side or direction, the Raja Sahib Bahadur will along with his existing force sincerely and loyally co-operate with the English in repelling them in accordance with past practice. He will exert himself, to the utmost of his resources, in providing supplies, grains, etc, and transport according to the requisitions of British officers.

CLAUSE VII.

Complaints against the Raja Sahib from his subjects, Muafidars, Jagirdars, dependants, brothers and servants, etc., will on no account be listened to by the powerful British Government

CLAUSE VIII.

With regard to internal management and the affairs of brothers, household and relatives, the rules and arrangements made by the Raja Sahib Malwindar Bahadur will always be respected and not interfered with by the powerful British Government.

CLAUSE IX.

On the occasion of the construction and repairs of roads in his territory the Raja Sahib Malwindar Bahadur will, in accordance with

communication of the Commissioner Sahib Bahadur, arrange from his own territory, through *kardars* and officials of Parganas, according to former custom, for the materials required, on payment: and at the time of the construction of a rail-road or other roads, the Raja Sahib Bahadur will concede, free of charge, land that comes under the roads in the same way as he has done for the Imperial road.

CLAUSE X.

The Raja Sahib Malwindar Bahadur will always pursue the course of obedience and loyalty to the powerful Government who will likewise continue to uphold his honour, respect rank and dignity in the manner it is done at present.

List of ancestral territories of Farzand-i-Arjmand Akidat Paiwand-i-Daulat-i-Inglishia, Barar-bans, Sirmur RAJA BHARPUR SINGH MALWINDAR BAHADUR and of territory bestowed by the powerful Government, annexed to the Sanad granted by HIS EXCELLENCY EARL CANNING, Governor-General and Viceroy of Her Majesty the Queen.

Details of all Parganas, the ancestral property of the Raja Sahib Malwindar Bahadur.

Nabha Khas.

Pargana Amloh.

" Bhadsoon.

" Kapur Garh.

Pargana Dhunowla.

" Phool.

" Jeytokee.

" Lotwadi.

Share of Bhairoopa with right of criminal jurisdiction and right over all subordinate rent-free holders residing therein.

The village belongs to (Nabha) together with the village of Kangar and Muafidars.

Share of Patiala, Malpada and Bhaddore is forty-two "Kulbas" a piece of land to cultivate which only a pair of bullocks is required.

Share of Jhind is 28 quarters of the above.

Territory granted by the powerful Government without any payment of Nazrana and with all powers and proprietory rights like those for ancestral property.

Pargana Kantee.

" Bawal.

All the administrative and criminal powers and rights of ownerless lands, Zaildars, Jagirdars and muafidars, etc, enjoyed by the Raja Sahib Malwindar Bahadur, will be enjoyed in perpetuity by the successors of the Raja Sahib:—

The Sikhs of Sontheewala.

The Sikhs of Ram Das Logranwala.

Lodh Khuria Goomtiwala, Muafidars.

No. XCIX.

To Furzund Arujmund Ekeedut Pyebund Douwlut-i-Englisha Burarbiuns Surmour Rajah Bhurpore Sing Mahender Bahadoor of Nabha,—1862.

Her Majesty being desirous that the governments of the several Princes a [illegible] be perpetu[illegible] should be c[illegible] assurance w[illegible], dated 5th May 1860, that on failure of natural heirs, your adoption of an heir from amongst the members of the Phoolkeean house will be gladly recognized and confirmed; and that if at any time the Rajah of Nabha should die without male issue, and without adopting a successor, it will still be open to the Maharajah of Puttialla and the Rajah of Jheend, in concert with the Commissioner or Political Agent of [illegible] from among the Phoolkeean fa[illegible] equal to one-third of the gross [illegible] paid to the British Government.

Be assured that nothing shall disturb the engagements thus made to you so long as your House is loyal to the Crown and faithful to the conditions

communication of the Commissioner Sahib Bahadur, arrange from his own territory, through *kardars* and officials of Parganas, according to former custom, for the materials required, on payment: and at the time of the construction of a rail-road or other roads, the Raja Sahib Bahadur will concede, free of charge, land that comes under the roads in the same way as he has done for the Imperial road.

CLAUSE X.

The Raja Sahib Malwindar Bahadur will always pursue the course of obedience and loyalty to the powerful Government who will likewise continue to uphold his honour, respect rank and dignity in the manner it is done at present.

List of ancestral territories of Farzand-i-Arjmand Akidat Paiwand-i-Daulat-i-Inglishia, Barar-bans, Sirmur RAJA BHARPUR SINGH MALWINDAR BAHADUR and of territory bestowed by the powerful Government, annexed to the Sanad granted by HIS EXCELLENCY EARL CANNING, Governor-General and Viceroy of Her Majesty the Queen.

Details of all Parganas, the ancestral property of the Raja Sahib Malwindar Bahadur.

Nabha Khas.

Pargana Amloh.

" Bhadsoon.

" Kapur Garh.

Pargana Dhunowla.

" Phool.

" Jeytokee.

" Lotwadi.

Share of Bhairoopa with right of criminal jurisdiction and right over all subordinate rent-free holders residing therein.

The village belongs to (Nabha) together with the village of Kangar and Muafidars.

Share of Patiala, Malpada and Bhaddore is forty-two "Kulbas" a piece of land to cultivate which only a pair of bullocks is required.

Share of Jhind is 28 quarters of the above.

Territory granted by the powerful Government without any payment of Nazrana and with all powers and proprietory rights like those for ancestral property.

Pargana Kantee.

" Bawal.

All the administrative and criminal powers and rights of ownerless lands, Zaildars, Jagirdars and muafidars, etc, enjoyed by the Raja Sahib Malwindar Bahadur, will be enjoyed in perpetuity by the successors of the Raja Sahib:—

The Sikhs of Sontheewala.

The Sikhs of Ram Das Logranwala.

Lodh Khuria Goomtiwala, Muafidars.

No. XCIX.

To Furzund Arujmund Ekeedut Pyebund Douwlut-i-Englisha Burarbiuns Surmour Rajah Bhurpore Sing Mahender Bahadoor of Nabha,—1862.

Her Majesty being [illegible] Princes
and Chiefs of India who [illegible] perpet-
uated, and that the repr [illegible] ould be
continued, I hereby, in f [illegible] ssurance
which I communicated to you in the Sunnud under my signature, dated 5th
May 1860, that on failure of natural heirs, your adoption of an heir from
[illegible] ognized and
[illegible] die without
[illegible] pen to the
Maharajah of Puttiala and the Rajah of Jheend, in concert with the Com-
missioner or Political Agent of [illegible]
from among the Phoolkeean fa [illegible]
equal to one-third of the gross [illegible]
paid to the British Government.

Be assured that nothing shall disturb the engagements thus made to you so long as your House is loyal to the Crown and faithful to the conditions

No. CIII.

AGREEMENT entered into by the NABHA STATE regarding the CESSION of JURISDICTION on that PORTION of the LUDHIANA-DHURI-JAKHAL RAILWAY which lies within the NABHA STATE,—1900.

I, Raja of Nabha, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the undermentioned Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

"*Ludhiana-Dhuri-Jakhal Railway.*"

By order,

NABHA ; *The 8th July 1900.* } | Seal. |

S. WUZIR ALI,
Foreign Minister, Nabha State.

No. CIV.

ADOPTION SUNNUD granted to the CHIEF of KULSEA,—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

5th March 1862.

Sanads in the same terms have been granted to the Chiefs of Dhami, Bilaspur, Baghat, Bhajji, Kothar, Darkoti, Beja, Balsan, Nalagarh, Suket, Chamba, Kunhiar, Mandi, Mailog, Nahan, Faridkot, Keonthal, Tiroj, Kumharsain, Mangal, Jubbal, Baghal, and Bashahr, in the Punjab.

No. CV.

AGREEMENT entered into by the KALSIA STATE regarding the CESSION of JURISDICTION on that PORTION of the DELHI-UMBALLA-KALKA RAILWAY which lies within the KALSIA STATE,—1899

We, the Council of Regency of the Kalsia State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Delhi-Umballa-Kalka Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands

(*Signatures in vernacular.*)

Attested by me.

H C FANSHAWE,
Political Agent.

The 19th October 1899

No CVI.

AGREEMENT transferring to the BRITISH GOVERNMENT the CONTROL of EXCISE ARRANGEMENTS and the INCOME DERIVED from the SALE of SPIRITS, OPIUM, and INTOXICATING DRUGS in the KALSIA STATE.

This agreement between the British Government, hereafter called the lessee on the one part, and the Manager of the Kalsia State, on behalf of Sardar Ranjit Singh, Chief of Kalsia, hereinafter called the lessor, on the [illegible]

cultivation, manufacture or sale during the period specified, throughout the hereditary territories of the lessor, hereinafter called the Kalsia State.

In this agreement the words fermented liquor, spirits, tari, opium and [illegible] the laws and rules for the time [illegible] opium and excise

Firstly.—This agreement shall take effect from first April 1892, and shall continue in force for five years from that date

Secondly.—This agreement shall be binding for the period above mentioned on the lessor and the lessee, and their representatives and assigns respectively.

Thirdly.—While this agreement is in force, the laws and rules in force for the time being in the Punjab, with regard to the cultivation of the poppy and to the possession, manufacture and sale of fermented liquor, spirits, tari, opium and intoxicating drugs and to the transport, import and export, of the same, shall, *mutatis mutandis*, be enforced by the lessor, his representatives and assigns throughout the Kalsia State.

Fourthly.—It shall be competent to the Financial Commissioners of the Punjab in regard to the whole of the Kalsia State, and to the Deputy Commissioner of Ferozepur in regard to the Chirak Ilaqa, and to the Deputy Commissioner of Umballa in regard to the rest of the Kalsia State, to exercise, during the currency of this agreement, the powers conferred on the Chief Revenue authority and Collector respectively by the laws and rules referred to in the third article of this agreement.

Fifthly.—It shall be competent to any Excise Officer of the Ferozepur and Umballa Districts authorized for this purpose by the Deputy Commissioner of Ferozepur or Umballa, as the case may be, during the currency of this agreement, to exercise any of the powers at present conferred by Chapter VI of Act XXII of 1881 and by Sections 14 and 15 of Act I of 1878 in the Chirak Ilaqa if authorized by the Deputy Commissioner of Ferozepur, or in the rest of the Kalsia State if authorized by the Deputy Commissioner of Umballa.

Sixthly.—The Deputy Commissioners will, as far as possible, consider and give effect to the reasonable wishes of the lessor in regard to the number and position of shops for the retail vend of fermented liquor, spirits, tari, opium, and intoxicating drugs, and the number of persons to receive retail licenses.

Seventhly.—That all offences against the laws and rules to be enforced in the Kalsia State in virtue of the third article of this agreement shall be tried by the Courts of the State.

Eighthly.—That the lessor, his representatives and assigns will do their best to secure the observance of the laws and rules above referred to, and to prevent breaches of them and all such acts and omissions as may tend to reduce the revenue from fermented liquor, spirits, tari, opium and intoxicating drugs.

Ninthly.—While this agreement remains in force, the lessee shall be entitled to receive and enjoy all the revenue accruing from the cultivation of poppy and the manufacture and sale of fermented liquor, spirits, tari, opium and intoxicating drugs throughout the Kalsia State.

Tenthly—In consideration of the foregoing the lessee will pay annually to the lessor the sum of Rs 5,500 (five thousand five hundred) during the currency of the agreement.

H GREY,
Commissioner and Superintendent,
Delhi Division.

INAYAT ULLA,
Manager,
Kalsia State.

CHACHHRAULI,
The 29th August 1893.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA,
The 23rd April 1894.

W. J CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

No. CVII.

ADOPTION SUNNUD granted to NAWAB and RAES SECUNDER ALI KHAN of MALEIR KOTLA,—1862.

F
and
ated
in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government

(Sd) CANNING.

Dated 5th March 1862.

No. CVIII.

AGREEMENT entered into by the MALER KOTLA STATE regarding the CESSION of JURISDICTION on that PORTION of the LUDHIANA-DHURI-JAKHAL RAILWAY which lies within the MALER KOTLA STATE,—1899.

I, the Superintendent of Maler Kotla, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over

	Rs.
Revenue-free holdings in Illaka Katkupoora, which have lapsed or are resumable hereafter	4,238
Deduct yearly amount of compensation granted to the Rajah for the abolition of customs in his territory . . .	2,000
Balance .	2,238

Clause 3—The Rajah has, in consideration of the compensation granted by the British Government, relinquished for himself and his successors for ever all right to levy excise or transit duties which have been abolished throughout the territory of Fureed Kote

Clause 4—The British Government desiring to see the House of Fureed Kote perpetuated, has conferred upon the Rajah and his successors for ever, whenever male heirs lawfully begotten may fail, the right of adopting a successor in accordance with the customs of his race

Clause 5—With regard to British subjects committing crime and apprehended in his territory, the Rajah and his successors will exercise the powers provided for in the despatch of the Honourable Court of Directors to the Madras Government, No 3, dated 1st June 1836.

The Rajah and his successors will exert themselves to execute justice and promote the happiness and welfare of their people They will, in accordance with the terms of a previous engagement, prohibit "suttee," slavery, and female infanticide throughout their territory, and punish with exemplary rigor those who are found guilty of these crimes

Clause 6—The Rajah and his successors will never fail in their devotion and loyalty to the Sovereign of Great Britain.

Clause 7.—If at any time any force hostile to the British Government [illegible] with the British
[illegible] ·lf to the utmost
[illegible] ng to requisitions

Clause 8.—The Rajah as heretof [illegible]
the agency of his own officers, the [illegible]
struction of railroads, railway statior [illegible]
will also freely give the land requir[illegible]
Imperial lines of road

Clause 9—The Rajah and his successors will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honour and dignity of the Rajah and his house.

SCHEDULE of the TERRITORIES belonging to the RAJAH of FUREED KOTE.

Ancestral Possessions.

Pergunnah . . . . . Fureed Kote.

" . . . . . Deep Singwalla.

Acquired Possessions.

Villages of Pergunnah Kote Kupoora, given to the Rajah in exchange for Pergunnah Sultan Khanwalla.

Villages of Kote Kupoora and Bhugtah granted by the British Government, excepting the village of Sibhian, included in British territory under the orders of the Chief Commissioner of the Punjab, No. 345, dated 4th May 1858.

Feudatories and Tributaries.

Mouza Mamosana, Pergunnah Fureed Kote.

No. CX.

AGREEMENT entered into by the FARIDKOT STATE regarding the CESSION of JURISDICTION on that PORTION of the REWARI-FEROZEPORE RAILWAY which lies within the FARIDKOT STATE,—1899.

I, Raja of Faridkot, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Ferozepore Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

BALBIR SINGH,

The 16th December 1899. *Chief of Faridkot State.*

No. CXI.

SUNNUD conferring FIEF of MUMDOTE upon NAWAB JELLAL-OOD-DEEN,—1864.

Having taken into consideration the position of yourself and relatives in consequence of the death of your late brother, Nawab Jumal-ood-deen, I hereby confer on you the fief of Mumdote and the title of Nawab, with succession to your male issue according to the rules of primogeniture.

This grant is subject to the following conditions —

Article 1

You and your successors in the fief must provide a reasonable maintenance for your relations, the descendants of yourself and Jumal-ood-deen

Article 2

You will exercise no magisterial authority within the fief, nor will you interfere in the management of the estate You will behave properly to the proprietors and cultivators, so far as you may have intercourse with them.

Article 3

		Annually
[illegible]	Rs	1,200
[illegible]		600
[illegible]	"	1,200
[illegible]	"	600
[illegible] and sister of the late Nawab		1,200
Total	Rs	4,800
6 Khan Bahadoor . Rs 6,000; 7. Mahomed Khan . 4,000 — Sons of the late Nawab	"	10,000
Total	Rs	14,800

You will not interfere with the pensions of the parties named in the margin, which will be paid through Officers of the British Government; but you will receive the benefit of all lapses or reductions in pensions to the issue of present incumbents, which may be sanctioned by the Governor General of India in Council

Article 4

The Government demands on the fief of Mumdote are fixed at one-third the income of the estate, in lieu of all claim for expenses of management, commutation for service, police charges, and the like ; to commence from the beginning of the next Fuslee year

Article 5

You will at all times conduct yourself as a good and faithful subject of the British Crown, and will, when required, render service to the satisfaction of the British Government

Be assured that so long as the above conditions are fully and faithfully fulfilled the fief of Mumdote will remain to yourself and your male issue in perpetual possession

(Sd) John Lawrence.

The 5th December 1864

SCHEDULE of the TERRITORIES belonging to the RAJAH of FUREED KOTE.

Ancestral Possessions.

Pergunnah . . . . . . Fureed Kote.

" . . . . . . Deep Singwalla.

Acquired Possessions.

Villages of Pergunnah Kote Kupoora, given to the Rajah in exchange for Pergunnah Sultan Khanwalla.

Villages of Kote Kupoora and Bhugtah granted by the British Government, excepting the village of Sibbian, included in British territory under the orders of the Chief Commissioner of the Punjab, No. 345, dated 4th May 1858.

Feudatories and Tributaries.

Mouza Mamosana, Pergunnah Fureed Kote.

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ARTICLE 3

		Annual
1 Beebee Rasee, widow of Koot[illegible]-ood-deen and mother of [illegible]	Rs	1,300
2 [illegible]		500
3 [illegible]		1,300
4 Mussumat Imam, widow of the late Nawab (has no children)		600
5 Looloo Shah, daughter of Koot[illegible]-ood-deen and sister of the late Nawab		1,150
Total	Rs	4,850
6 Khan Bahadoor - Rs. 6,000 } Sons of the late Nawab 7 Mahomed Khan „ 4,000 }		10,000
Total	Rs	14,850

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Be assured that so long as the above conditions are fully and faithfully fulfilled the fief of Mumdote will remain to yourself and your male issue in perpetual possession

(Sd) JOHN LAWRENCE.

The 5th December 1864

IV.—HILL STATES.

Previous to the Nepal war in 1814 the Gurkhas had extended their conquests westwards as far as the Sutlej. By the 5th article of the treaty of 1815 (*vide* Volume II, Nepal) the Nepalese renounced all claim to the countries west of the Kali, and the British were left in possession of the whole tract of hills from the Gogra to the Sutlej. Kumaon and the Dehra Dun were annexed to the British dominions, and the rest of the territory, with the exception of Sabathu, Raingarh, Sandoch (now known as Kotguru or erroneously as Kotgarh) and a few other military posts, was restored to the hill Rajas from whom it had been conquered by the Nepalese. The Rajas were brought under the general protection of the British Government, and were placed, with respect to each other, as nearly as possible in the position they had occupied before their subjugation.

Capital sentences passed by these Chiefs require the confirmation of the British authorities before being carried out.

In 1847 transit duties were abolished throughout these States. A yearly sum of Rs. 13,735 is paid in compensation by Government.

The right of adoption was granted in 1862 to all the Chiefs of the hill States, except Sangri, by Sanad (No. CIV).

The hill States are under the political supervision of the Superintendent, Hill States (who is the Deputy Commissioner of Simla), with the exception of Sirmur, which is controlled by the Commissioner of Delhi.

1. SIRMUR OR NAHAN.

When the Gurkhas were expelled from the hills, Karam Parkash, of a Rajput family claiming connection with the Maharawals of Jaisalmer, was the ruling Chief. He was, however, excluded from the succession, on the ground of his notorious profligacy, and imbecility, and the Chieftainship was bestowed on his eldest son, Fateh Parkash.

The Sanad (No. CXII) to the Raja is dated 21st September 1815, and confers on him and his heirs in perpetuity his ancient possessions, with the exception of the fort and pargana of Morni, which were made over to the Mir of Kotaha to whom they had originally belonged ; the Kiarda Dun which was subsequently, in 1833, restored (No. CXIII) on payment of a nazarana or Rs. 50,000 ; a tract of hill country to the north of the river Giri made over to the Rana of Keonthal ; and the parganas of Jaunsar and Bawar, in the Dehra Dun district, annexed to the British dominions.

Raja Shamsher Parkash received, in recognition of his services during the mutiny, a khillat of the value of Rs. 5,000 and a salute of 7 guns which was increased to 11 in 1867

By article 4 of the sanad of 1815, the Raja of Sirmur was bound to consult the British Government before appointing a Diwan or Mutsaddi In 1872 this clause was cancelled at the request of Raja Shamsher Parkash and a revised Sanad (No CXIV) was issued to him

On the outbreak of war in Afghanistan in 1878, the Nahan State placed its troops at the disposal of the British Government and they were employed in the Kurram valley.

In 1885 Raja Shamsher Parkash's salute was increased to 13 guns as a personal distinction* On the 1st January 1876 he was invested at Calcutta by his Royal Highness the Prince of Wales in person with the insignia of a Knight Commander of the Star of India, and again in 1888 he was invested at Simla by Lord Dufferin with the insignia of the Grand Commander of the same Order

The Sirmur sappers and miners also saw service in the Tirah expedition of 1897, under the Raja's second son, Kanwar Bikram Singh, who was, in recognition of his work, made a Companion of the Indian Empire, and an Honorary Captain in the British army In 1901 they assisted in the construction of the Kushalgarh-Kohat Railway In 1899 the Raja entered into an Agreement (see No LXXXVI) for the control and discipline of his Imperial Service troops when serving beyond the frontier of the State In 1900 Sirmur joined the other Native States in the Punjab, which supply Imperial Service troops, in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another.

Shamsher Parkash died on the 2nd October 1898, and was succeeded by his son, Surendar Bikram Parkash, who was born on the 14th November 1867 Raja Surendar Bikram Parkash was installed with full powers on the 27th October 1898. He was made a Knight Commander of the Star of India in November 1901, and in 1903 he served on the Legislative Council of the Government of India

The Chief receives a money payment of Rs. 13,735 a year in perpetuity from the British Government as compensation for the loss occasioned by the abolition of customs duties He pays no tribute but is bound to render feudal service

The State is under the political superintendence of the Commissioner of the Delhi Division.

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The Chief receives a money payment of Rs 13,735 a year in perpetuity from the British Government as compensation for the loss occasioned by the abolition of customs duties He pays no tribute but is bound to render feudal service.

The State is under the political superintendence of the Commissioner of the Delhi Division.

The revenue of Sirmur is estimated at Rs. 6,00,000, a year. The population, according to the census of 1901, amounts to 135,687. The area of the State is 1,198 square miles.

The Raja keeps up (1905), in addition to 195 Imperial Service sappers and miners, a force of 2 serviceable and 4 unserviceable guns, 31 cavalry and 232 infantry.

The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

2. KAHLUR OR BILASPUR.

The Chief of this State belongs to a Rajput family said to have come from the Deccan. One of the sons of Harihar Chand, fourteenth in descent from the founder of the family, conquered Chamba, and Bilaspur was founded by Bir Chand, another son. Ajit Chand, twelfth in descent from Bir Chand, founded the State of Nalagarh, and bestowed it on his brother, Ajai Chand. The Raja of Kahlur had Estates on both sides of the Sutlej, but the Sanad (No. CXV) given to Raja Maha Chand, in 1815, confirmed to him the eastern portion only. Raja Kharak Chand died in 1839, and was succeeded by a collateral, Jagat Chand ; the claims of an alleged posthumous son, Garab Chand, were rejected after a full enquiry. A second Sanad (No. CXVI) was granted to Kahlur in 1847 for the territories pertaining to that State on the right bank of the Sutlej, which had been up to that time subject to the Lahore Darbar. The abolition of transit duties was one of the conditions of this sanad, and the Raja's application for compensation was rejected by the Governor-General, partly on the ground that the Kahlur State had, by the transfer of its trans-Sutlej possessions to the British Government, no longer to pay tribute, amounting to about Rs. 4,000, to the Lahore Darbar. The Raja pays no tribute to the British Government, but is bound to render feudal service.

In 1850, at the request of Raja Jagat Chand, the administration was made over to his grandson, Hira Chand. In acknowledgment of his services during the mutinies of 1857, Raja Hira Chand received a khillat of the value of Rs. 5,000, and a salute of 7 guns, which was increased to 11 guns in 1867.

In 1887 the request of Raja Hira Chand for the restoration of the parganas of Basse and Bachretu, which had originally belonged to the Kahlur family, was granted on the condition of his paying an annual nazarana of Rs. 8,000. These parganas had been seized by Ranjit Singh in 1819, and conferred on the Majithia family ; the grant was continued by the British

Government at the close of the first Punjab war to Laihna Singh Majithia for his life and lapsed at his death

Hira Chand was succeeded in January 1883 by his son, Amar Chand, then 23 years of age Amar Chand died on the 3rd February 1889 His son, Bijai Chand, a lad of fifteen, was formally installed as Raja in the June following, and a Council of Regency of three members was appointed for the conduct of affairs during his minority In 1893 Bijai Chand was invested with full powers, the Council being kept on as a consultative body until 1899, when the Raja dismissed it His constant absence from the State finally led, however, to his being deprived of his powers in 1903 and required to live outside the State, and the administration was placed under a manager

The revenue of the State is not less than Rs 1,57,000, its area is 448 square miles, the population, according to the census of 1901, amounts to 90,873

The Raja keeps up (1905) a force of 11 cavalry, and 86 infantry, with 1 unserviceable and 2 serviceable guns

The State is liable to the operation of the nazarana rules

The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867

3 HINDUR OR NALAGARH.

The Chief of Hindur belongs to a younger branch of the Kahlur family. Raja Ram Singh was the Chief to whom a Sanad (No CXVII) was granted in 1815. With reference to this sanad it should be noted that the condition, "excepting the half share of Faizullapura," is no longer necessary, a tract of land equivalent to this half share having been transferred to British dominions in the year 1852, with the consent of the Raja of Hindur and the British authorities

Another Sanad (No CXVIII) was given to the Rana, conferring on him the Thakurai of Bharauli in lieu of the fort of Malaun, which was retained as a post for British troops The fort, however, was restored under a separate Sanad in 1846 (No CXIX) Bharauli (near Kot Khai) was afterwards transferred to the Rana of Balsan, whose territory it adjoins, on a payment of Rs 8,000, and it is now a part of the Balsan State

Rana Bije Singh, son of Rana Ram Singh, died in 1856, leaving no direct heirs, but in consideration of the eminent services of his father, the Government were pleased to place Mian Aggar Singh, one of the illegitimate sons of Rana Ram Singh, in power. The payment of Rs. 5,000 a year on account of tribute was required from Aggar Singh and his heirs

under the Sanad (No. CXX) conferred on him on the 19th January 1860, and the Jagirs of his brothers are guaranteed.

Aggar Singh, who died on the 16th December 1876, was succeeded by his son, Tika Isri Singh, the present Chief.

The population of Hindur at the census of 1901 was 52,551. The revenue amounts to Rs. 1,30,000; the area of the State is 256 square miles.

The Raja keeps up (1905) a force of 11 cavalry, 20 artillery men, 2 serviceable and 2 unserviceable guns, and 25 armed police.

4. BASHAHR.

The Sanad (No. CXXI) granted to Raja Mahendar Singh of Bashahr required the payment of Rs. 15,000 a year in tribute. This is the only instance in which tribute, properly so called, was exacted by the British Government on the restoration of their States to the hill Rajas. In 1847 the tribute was reduced to Rs. 3,945 as compensation for the abolition of transit duties.

Several forts, &c., were retained for the location of troops, which have been since restored to Bashahr. The district of Rawain, or Rawin, on the left bank of the Pabar, was transferred to Keonthal. The Thakurais of Kotkhai and Kumharsain were declared independent of Bashahr.

In 1864 the Raja of Bashahr leased his forests to the British Government for a period of fifty years (No. CXXII), and by a supplementary agreement, executed in 1871 (No. CXXIII), his rights to waif and drift timber. The terms of these agreements were in 1877 embodied in a single Agreement (No. CXXIV), which, besides securing to the Raja an annual payment of Rs. 10,000 in consideration of the rights conceded, made more definite provision for the conservancy of the forests granted. A revision of the terms of the lease is now (1906) under consideration.

The present Raja, Shamsher Singh, succeeded to the gadi in 1850, being then eight years of age. He is of a Rajput family. In 1886 the Raja, who had long been the victim of intemperate habits, delegated the management of affairs to his son, Raghunath Singh, whom he styled Mukhtar-ul-Maham or Siri Wazir, and who was made a Companion of the Indian Empire in October 1894.

In 1897 Wazir Ran Bahadur Singh, with his pargana of Dodra Kawar, refused to acknowledge the authority of Raghunath Singh, who ultimately arrested him. In 1904 the claim of Ran Bahadur Singh to the independent Chiefship of Dodra Kawar was finally rejected by Government.

On Raghunath Singh's death, in February 1898, the Raja resumed the management of the State for a short time, until an official was put in by Government as Chief Wazir and Manager. The Raja has no direct heir, Raghunath Singh's only son having died in December 1898

Adjoining the Bashahr territory is the tract which formed the small principality of Sairi, with a net rental of about Rs. 400 a year The last Chief, Dharam Singh, died in 1813 At the death of his widow, in October 1864, the Raja of Bashahr claimed the Estate as an escheat in default of lineal heirs in virtue of his being suzerain of Sairi The claim was allowed, and the nearest representative of the Sairi family was granted an allowance of Rs 150 a year from the income of the Estate Nazarana of a year's revenue of Sairi was at the same time imposed on the Bashahr State as a punishment for having attempted to establish its claim by fraudulent interpolations in the sanad of 1815

The population of Bashahr proper by the census of 1901 was 80,572; the revenue is about Rs 85,000; and the area of the State 3,820 square miles.

The Raja possesses (1905) 4 serviceable guns

The Thakur of Kanethi and the Thakur of Delath are Zaildars of Bashahr. Kanethi pays Rs. 900 and Delath Rs 150 annually to the Bashahr State.

The approximate revenue of Kanethi is Rs 4,000, the population, by the census of 1901, 2,575; and the area 19 square miles the corresponding figures for Delath are Rs 550, 1,489, and 42

5 KEONTHAL

After the Gurkha war a portion of the territory of Keonthal was sold to the Maharaja of Patiala In consideration of this, no tribute is paid by the Keonthal Raja for the remainder of the State, which was restored to him by Sanad (No CXXV) in 1815

The Raja holds another Sanad (No CXXVI), dated September 1815, conferring on him and his heirs for ever paramount authority over the petty Estates of Theog, Koti, Ghund, and Kiari or Madhan, the Chiefs of which, with their descendants, are bound to regard the Chief of Keonthal as their liege lord, and pay an annual tribute as follows —Theog, Rs. 500; Koti, Rs. 500; Ghund, Rs 250; Kiari, Rs 250

There is one other petty Chief subordinate to Keonthal, *viz.*, Ratesh

A third Sanad (No. CXXVII) was granted to this Chief, conferring Punnar on him and his heirs. It is dated 5th April 1823, though the

transfer was authorised in 1816. The reasons given for this measure were the isolated position of Punnar, the turbulent character of its inhabitants, the indisposition of the Government to extend its territories in the hills, and a desire to confer a benefit on Keonthal.

On the 7th September 1830 the district of Raingarh, or Rawin, which had been retained by the British Government in 1815 (see Bashahr Sanad No. CXXI) was given to the Raja of Keonthal in exchange for Simla; the Jagirdars of Rawin, Dhadi and Nandpur in the Raingarh district were excepted, however, from this exchange, and the two former were declared in 1896 to be feudatories of Jubbal. A *sanad* was promised to the Raja of Keonthal on the occasion of this exchange, but does not appear ever to have been issued.

The Chief of Keonthal was, at one time, only a Rana, but after the mutiny, Rana Sansar Sen who had behaved loyally, giving shelter to many Europeans who fled from Simla when it was feared that the Gurkha regiment there had become disloyal, was created a Raja in 1858, and received a khilat worth Rs. 1,000.

In 1884 the Raja of Keonthal granted to the British Government full jurisdiction within a portion of the tract of land called Kasumti, adjoining the municipality of Simla, on payment of a quit-rent of Rs. 3,500 a year. The tract measures 49 acres 1 pole.

Sansar Sen's grandson, Balbir Sen, so misgoverned the State that a manager was appointed in July 1898. Raja Balbir Sen died in 1900, and was succeeded by his son, Bije Sen, who was born on the 13th September 1877. Raja Bije Sen was installed on the 7th June 1901, but the State continued under management until the 26th June 1902, when the Raja, after accepting certain conditions imposed by Government, was granted full powers.

The area of Keonthal proper is 116 square miles; its population, according to the census of 1901, 22,499; and its revenue Rs. 66,000.

The Raja possesses (1905) 1 serviceable gun.

The State is liable to the operation of the nazarana rules.

Theog.—Shamsher Chand, Thakur of Theog, belongs to the Bilaspur family. The area of Theog is 144 square miles; population, according to the census of 1901, 5,654; revenue Rs. 5,000.

Koti.—The Rana of Koti is a Rajput. The title of Rana was conferred on Hari Chand for his services during the mutiny. He was succeeded by his son, Bishan Chand. The present Rana is Raghbir Chand. In 1892-93 a tract of land in this Estate, nearly a square mile in extent, was acquired

by Government for the formation of a new catchment area for the Simla water-supply, and a similar area of 264 acres was acquired in 1899 The area of Koti is 50 square miles, its population, by the census of 1901, 7,959, and revenue, Rs 25,000

Ghund—The Thakur of Ghund is Kishna Singh. The area of Ghund is 28 square miles. population, by the census of 1901, 1,927, revenue, Rs 2,000.

Madhan—Thakur Bishan Chand of Madhan, who belonged to the Bilaspur family, died on the 30th December 1905, leaving a son, Randhir Chand, aged 18 years The area of Madhan is 9 square miles, population, by the census of 1901, 3,704, revenue, Rs 2,000

Ratesh—The Thakur of Ratesh is Hira Singh. His ancestors came from Sirmur. The area of Ratesh is 12 square miles, population, by the census of 1901, 449, revenue, Rs 625.

These petty Chiefs enjoy the same powers of punishment within their territories as are exercised by the superior Chiefs

6 BAGHAL

The Sanad (No CXXVIII) in favour of this Chieftainship is dated 3rd September 1815 The only modification which has occurred in regard to its terms is the commutation of begar, or forced labour, for an annual tribute of Rs 3,600, being calculated at the rate of Rs 3 a man per month

In 1875 the Chief of Baghal, Kishan Singh, was created Raja He was the grandson of Jagat Singh, to whom the sanad was granted in 1815 He died in July 1877, and was succeeded by his infant son, on whose death, in October following, Mian Dhiyan Singh, nephew of Raja Kishan Singh, was selected as Chief. Raja Dhiyan Singh, having died in April 1904, was succeeded by a minor son, Bikram Singh, who joined the Chiefs' College at Lahore in February 1905 The Estate is managed by a Council of two members The family is of the Puar Rajput caste

The revenue of Baghal is Rs 50,000, population, by the census of 1901, 25,720, area, 124 square miles

The Chief possesses (1905) 1 serviceable gun.

The State is liable to the operation of the nazarana rules

7 BAGHAT.

During the Nepal war the conduct of Rana Mahendar Singh had been unfriendly, and on the restoration of peace three-fourths of the Baghat State were sold to Patiala for Rs 1,30,000. The remaining fourth was

granted (No. CXXIX) to Rana Mahendar Singh and his heirs. He died without issue on the 11th July 1839. The State was treated as a lapse, and pensions to the extent of Rs. 1,282 were assigned to the family.

The State, however, was restored by Lord Ellenborough in 1842 to Bijai Singh, brother of Mahendar Singh. The cantonment of Kasauli had in the meantime been built within the State, and Bijai Singh offered the hill on which it stands to the British Government, but the gift was declined. Bijai Sing died in January 1849. He left no direct heir. The nearest claimant was a cousin, Umed Singh, and Government again treated the State as a lapse. In 1861 Lord Canning procured the restoration of the State to Umed Singh. Before the sanad conferring the grant could be prepared Umed Singh died, and his last request was that his son, Dalip Singh, might be allowed to succeed to the Baghat State. In January 1862 a Sanad (No. CXXX) was issued in favour of Dalip Singh, conferring the State on him and the heirs of his body in perpetuity, subject to specified conditions. By this sanad the tribute of Rs. 2,000 was secured by reserving lands yielding a gross rental of Rs. 2,500, including the estates of General Innes. The family complained of the total loss of vassalage and cesses to which they were subjected by this arrangement; and as General Innes engaged to pay the revenue on his estates, *viz.*, Rs. 1,002-15, without cost to Government, the British Government consented to retain only those estates and to restore the other lands to Baghat, receiving the balance of the tribute, Rs. 997-1, in money. These new arrangements were embodied in a fresh Sanad (No. CXXXI), dated 18th July 1864, in which also an additional clause was inserted binding the Chief to respect the revenue settlements made, and the rights of the under-tenants recognised, while the State was under British administration. The Rana purchased the estate of General Innes (known as Salogra) from the executors for a sum of Rs. 35,000. Of the Rs. 2,000 tribute, Rs. 900 has been remitted on account of Solon cantonment lands, and Rs. 497 on account of Kasauli lands. The Rana now pays Rs. 132-6 yearly.

Land has been acquired from time to time from the State in connection with the Sabathu and Dagshai water-works.

Rana Dalip Singh, the present Chief, was born on the 3rd February 1859, and was made a Companion of the Indian Empire on the 1st January 1896. The ancestors of the family were Deccan Rajputs.

The revenue of Baghat is Rs. 30,000, after deducting the tribute; population, by the census of 1901, is 10,490; area, 36 square miles.

The Chief possesses (1909) 32 armed police.

8. JUBBAL

Originally this Rajput State was tributary to Sirmur, but after the Gurkha war it was made independent, and the Rana, Puran Singh, received a Sanad (No CXXXII) from Lord Moira on the 18th November 1815

The Rana misgoverned his State, and in 1832 abdicated in favour of the British Government He very soon, however, repented the act, and refused the allowance of Rs 4,400 a year which was made for his support. After a lengthy correspondence it was resolved (in 1840) to restore the State. In that year, however, the Rana died, and Government decided on restoring the State to his son and heir, Karam Chand, in the event of his proving fit to govern it on attaining his majority During the minority, till 1853, the State was managed by Government In 1859 the misgovernment of the Rana led to the restriction of his power In 1862 an enquiry was held into the conduct of the hereditary ministers, they were found guilty of inciting the people to rebellion, and were expelled the country Full powers were restored to the Rana in May 1862 Rana Karam Chand was succeeded in 1877 by his son, Padam Chand The family claim descent from the former rulers of Sirmur

In November 1898 Rana Padam Chand died, and was succeeded by his minor son, Gian Chand, who was formally installed in October 1899, the control of the State being entrusted to a manager The Rana was at the Aitchison Chiefs' College from 1901 to 1903

The revenue of Jubbal proper is Rs 1,52,000, the population, by the census of 1901, is 21,172, the area is 288 square miles The Rana pays Rs 2,520 tribute, and is bound to render feudal service

The Rana possesses (1905) 2 serviceable guns

In 1896 it was laid down by the Government of India that Rawin and Dhadi are feudatories subordinate to the Jubbal State, but that no interference with them, in excess of that exercised since 1854, on the part of Jubbal should be allowed The approximate revenue of Rawin is Rs 3,000; the population, by the census of 1901, 823; and the area 7 square miles. The corresponding figures for Dhadi are Rs. 400, 247, and 25.

9 BHAJJI.

Rana Rudar Pal received a Sanad (No CXXXIII) in 1815. In 1842 he abdicated in favour of his son, Rana Ran Bahadur Singh, who was installed on the 25th April 1844 He was succeeded by his son, Durga Singh. The quota of begar, or forced labour, furnished was commuted (No. CXXXIV) to an annual payment of Rs. 1,440.

The revenue of the State is Rs. 23,000; population, by the census of 1901. 13,309; area, 96 square miles.

The Rana possesses (1905) 2 serviceable guns.

The State is liable to the operation of the nazarana rules.

10. KUMHARSAIN.

This State, formerly a feudatory of Bashahr, was declared independent after the Nepal war. The Sanad (No. CXXXV) is dated 7th February 1816, and binds the Chief and his heirs to render feudal service to the British Government. Begar, or forced labour, was commuted for an annual payment of Rs. 1,440.

Rana Kehar Singh died without heirs in 1839, and, in consideration of his early attachment to British interests during the Gurkha campaign, the Governor-General renewed the grant in favour of a collateral heir of the family, named Pritam Singh, subject to the payment of a higher rate of tribute or commutation tax. Some disturbances, which in the meantime took place, caused a suspension of the above orders, but they were eventually carried into effect on the 23rd June 1840, when a sanad was granted to Rana Pritam Singh. The terms of this instrument are, in every respect, the same as those contained in the original grant, with this exception that the tribute is fixed at Rs. 2,000 in lieu of Rs. 1,440.

The present Rana is Hira Singh, but owing to his imbecility the administration is carried on by a manager.

The revenue of the State is Rs. 25,000; population, by the census of 1901, 11,735; area, 90 square miles. The family is Rajput, of not very high pretensions and is said to have come originally from Gaya.

The State is liable to the operation of the nazarana rules.

11. KOTHAR.

The Sanad (No. CXXXVI) of this State bears date the 3rd September 1815, and confirms to Rana Bhup Singh and his heirs the hereditary possessions of his ancestors, subject to the performance of feudal service, and supplying a contingent of forty begaris. This number was subsequently reduced to thirty, and commuted to a payment of Rs. 1,000 a year.

Rana Jai Chand, having died on the 18th April 1896, was succeeded by his son, Jagat Chand, who was born on the 17th April 1887; during his minority the administration is in the hands of managers. Jagat Chand joined the Aitchison Chiefs' College in 1901. The family, which is Rajput, is said to have come from Kishtwar in the Jammu hills.

The revenue of the State is Rs. 11,000; population, by the census of 1901, 4,195; area, 20 square miles

The State is liable to the operation of the nazarana rules

12 DHAMI

This old Rajput State, which was founded in the fourteenth century, became independent of Kahlur after the Gurkha war A Sanad (No CXXXVII) was granted to Rana Govardhan Singh on the 4th September 1815, containing the usual conditions of feudal service, and of supplying forty begaris, subsequently commuted to a payment of Rs 720 In 1858 this sum was further reduced to Rs 360 for the life of the Rana, as a reward for his services during 1857 Rana Fateh Singh obtained a similar concession in 1888 as regards tribute, half his tribute being remitted for life. Half was also remitted in 1901 in favour of his successor, Rana Hira Singh, in recognition of his good government He thus pays Rs 360 a year

Rana Hira Singh, who was born on the 5th August 1876, succeeded on the 2nd June 1895

The revenue of the State is Rs 15,000, population, by the census of 1901, 4,505, area, 26 square miles

The Rana possesses (1905) 1 serviceable gun

13 BALSAN.

This State was originally a feudatory of Sirmur, but a separate Sanad (No. CXXXVIII) was granted to it in September 1815 The engagement to supply thirty begaris was commuted afterwards to an annual payment of Rs 1,080

Thakur Jograj was created a Rana in 1858 for services rendered during the mutiny. He was succeeded by Bhup Singh, who died in 1884, aged 64 The present Rana is Bir Singh, the great-grandson of Jograj He is of Rajput family.

The revenue of the State is Rs 9,000, population, by the census of 1901, 6,704; area, 51 square miles

The State is liable to the operation of the nazarana rules

14 MAILOG.

The Sanad (No CXXXIX) of this Rajput State is dated 4th September 1815. It contains the usual conditions The quota of forty begaris was commuted to a payment of Rs 1,440 a year.

The late Chief, Thakur Raghunath Chand, received the title of Rana as a personal distinction. On his death in September 1902, he was succeeded by an infant son, Durga Singh, and the State is under the administration of a manager.

The revenue of the State is Rs. 20,000; population, by the census of 1901, 8,968; area, 43 square miles.

The State has 2 serviceable guns.

The State is liable to the operation of the nazarana rules.

15. BEJA.

The Sanad (No. CXL) granted to the petty Chief of Beja is dated the 4th September 1815, and is in the usual terms. The number of begaris which is fixed at five, was commuted to an annual payment of Rs. 180. An allowance of Rs. 100 a year is made to him as compensation for lands taken up for the Kasauli contonment, including the Nahri spur which was restored to the Chief in 1863 and re-acquired from him in 1892.

The present Thakur, Puran Chand, who was born on the 27th December 1896, succeeded his father, Udai Chand, on the latter's death on the 19th June 1905. During his minority the State is being administered by a manager. The family is Rajput, and is said to have come from Ujjain.

The revenue is Rs. 500; population, by the census of 1901, 1,131; area, 4 square miles.

The State is liable to the operation of the nazarana rules.

16. TAROCH.

Taroch formerly constituted a part of the Sirmur State; at the time it fell under the dominion of the British, Karam Singh was the nominal Chief, but on account of his great age and infirmities his brother, Jhobu, held the executive administration of the country.

On the death of Thakur Karam Singh a Sanad (No. CXLI), dated the 31st January 1819, under the seal and signature of Captain Ross, Agent to the Governor-General in these hills, was bestowed on Jhobu, conferring Taroch on him and his heirs, subject to the performance of feudal service, and to the furnishing of eight begaris, commuted to a payment of Rs. 288, a year. No superior authority was cited for the above act, nor was the title of Mian Jhobu questioned till 1838, when Ranjit Singh, his nephew, set up his claims and formed a strong party in his own favour.

A lengthy correspondence ensued, which ended in Jhobu being compelled to abdicate in favour of his son, Syam Singh. This arrangement

did not long stand, owing to the incompetency of Syam Singh and the intrigues set on foot by Jhobu and Ranjit Singh, and in 1841 it was found necessary to depose Syam Singh, after which the State was incorporated with Jubbal, then under British administration.

Taroch continued under British management until April 1843, when Ranjit Singh's claims were finally acknowledged; an Agreement (No CXLII) was taken from him, and a Sanad (No CXLIII), dated 27th June 1843, was furnished to him, conferring the State on him and his heirs for ever, subject to the usual conditions of vassalage, and a payment of Rs 280 in lieu of begaris Thakur Ranjit Singh died in 1871, and was succeeded by his grandson, Kidar Singh, then five years of age, who was invested with full powers in 1884 In July 1902 Thakur Kidar Singh died, and was succeeded by his son, Surat Singh, aged 15, who was installed in December 1903 During his minority the State was administered by a manager

The revenue of Taroch is Rs 40,000; population, by the census of 1901, 4,411, area, 67 square miles

The State is liable to the operation of the nazarana rules

17 KUNHIAR

The Sanad (No CXLIV) of this Chieftainship is dated the 4th September 1815, contains the usual conditions of vassalage, and requires five begaris, commuted to Rs 180

The present Thakur of Kunhiar is Har Deo Singh, a minor, who was born in 1898 He succeeded his father, Tej Singh, in 1905, and during his minority the State is being administered by a manager

The area of Kunhiar is 80 square miles, with a revenue of Rs 4,000, and a population, according to the census of 1901, of 2,168

The State is liable to the operation of the nazarana rules

18 SANGRI.

This is a small district on the south bank of the Sutlej, which belonged to the Rajas of Kulu, whose main possessions were north of that river. Sangri was taken from them by the Gurkhas, but restored to Raja Bikramajit by the British Government on the expulsion of the Gurkhas in 1815 The Sanad (No. CXLV) is dated 16th December 1815.

The Kulu territories north of the Sutlej were conquered by the Sikhs, and became British territory after the first Sutlej war. On the Sikh

conquest of the country, Ajit Singh, then Raja of Kulu, took refuge in Sangri, where he died childless in September 1841. As the rightful heir, Jhagar Singh, uncle of the deceased Chief, was incapacitated for government, his son, Ranbir Singh, was recognised, but died in 1844. Jhagar Singh was then recognised as Chief, but the State was taken under management. He died in 1876, aged 92 years, and was succeeded by Hira Singh, his eldest son, then 24 years of age. The latter refused for several years to accept his proper title of Mian. In 1886, however, he gave in and was then, on the 19th May, formally installed. In July 1887, the title of Rai was conferred on the Chief as a hereditary distinction.

Sangri has an area of 16 square miles; and a population, according to the census of 1901, of 2,774; its revenue is Rs. 2,400 a year, of which, however, Rs. 500 is jagir. The Chief's income is further supplemented by a jagir in Kulu of Rs. 1,500.

The State is liable to the operation of the nazarana rules.

19. MANGAL.

Mangal was an ancient dependency of Kahlur, but was declared independent on the expulsion of the Gurkhas. A Sanad (No. CXLVI) was granted in December 1815. This document contains the usual terms, the number of begaris being fixed at two, commuted to a payment of Rs. 72 a year.

The present Rana is Tilok Singh, who succeeded his father, Jit Singh, in November 1892, and was formally installed on the 10th February 1893. The revenue is Rs. 900; population, by the census of 1901, 1,227; area, about 12 square miles.

The State is liable to the operation of the nazarana rules.

20. DARKOTI.

This petty Chieftainship is held under a Hukmnama (No. CXLVII) granted to Rana Sutes Ram by Lieutenant Ross, Governor-General's Agent; the terms of which are that he is to pay allegiance to the British Government, and that he is exempted from all pecuniary liability.

The founder of this Rajput family is said to have come from Marwar. The present Rana is Ram Saran Singh, who succeeded Rana Ram Singh, who died in 1883. The revenue is Rs. 800; population, by the census of 1901, 518; area, 8 square miles.

The State is liable to the operation of the nazarana rules.

No. CXII.

TRANSLATION of a SUNNUD granted to RAJAH FUTTEH SINGH of NAHUN, dated 21st September 1815

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government, wherefore, by order of the Governor-General, this Sunnud is granted to Rajah Futteh Singh conferring on him and his heirs for ever the lands of Sirmoor, with all the rights and appurtenances belonging thereto

The forts of Monnee and Juggutgurh, and Doonkyardah, and the districts of Jounsar and Banwar Moolakee have been disjoined from the Raj of Sirmoor, and taken into the possession of the British Government, and the forts of Khurchuree and Hunur, with the lands attached, on the west of the Kurree Nuddee, have been annexed to the Thakooraee of Keonthul, and the forts of Ghât and Sulhur on the east of the Kurree Nuddee have been annexed to the Raj of Sirmoor

[illegible] grateful to the British Government [illegible] anted to him, and never at any [illegible] ces above enumerated, which [illegible] annexed partly to the British territories, and partly to the Thakooraee of Keonthul

Further, he must not appoint a Dewan or Mutsuddees or do anything in the management of the Raj of Sirmoor without communicating and consulting with the officer who will be stationed there on the part of the British Government He will conform to the above stipulations, and paying strict obedience to the British Government, he will, in the case of war, join, when required, the British troops with all his force, and do the part of a true ally. He will also make roads 12 feet broad throughout his territory

If he shall fail in any of the above obligations (which are again enumerated), or shall encroach on the possessions of others, he will fall under the displeasure of the British Government and will be dispossessed He must consider this a valid instrument, and conforming to its conditions, take possession of the lands granted to him, and he must promote the welfare of his ryots and the extension of cultivation, and distribute justice, and look to the security of the roads, and not exact more from the ryots than their [illegible]

No CXIII.

SUNNUD granted to RAJAH FUTTEH PERGASS OF NAHUN,—1833.

Whereas the Right Honorable the Governor-General in Council has been pleased to bestow on Futteh Pergass, Rajah of Nahun, and on his

conquest of the country, Ajit Singh, then Raja of Kulu, took refuge in Sangri, where he died childless in September 1841. As the rightful heir, Jhagar Singh, uncle of the deceased Chief, was incapacitated for government, his son, Ranbir Singh, was recognised, but died in 1844. Jhagar Singh was then recognised as Chief, but the State was taken under management. He died in 1876, aged 92 years, and was succeeded by Hira Singh, his eldest son, then 24 years of age. The latter refused for several years to accept his proper title of Mian. In 1886, however, he gave in and was then, on the 19th May, formally installed. In July 1887, the title of Rai was conferred on the Chief as a hereditary distinction.

Sangri has an area of 16 square miles; and a population, according to the census of 1901, of 2,774; its revenue is Rs. 2,400 a year, of which, however, Rs. 500 is jagir. The Chief's income is further supplemented by a jagir in Kulu of Rs. 1,500.

The State is liable to the operation of the nazarana rules.

19. MANGAL.

Mangal was an ancient dependency of Kahlur, but was declared independent on the expulsion of the Gurkhas. A Sanad (No. CXLVI) was granted in December 1815. This document contains the usual terms, the number of begaris being fixed at two, commuted to a payment of Rs. 72 a year.

The present Rana is Tilok Singh, who succeeded his father, Jit Singh, in November 1892, and was formally installed on the 10th February 1893. The revenue is Rs. 900; population, by the census of 1901, 1,227; area, about 12 square miles.

The State is liable to the operation of the nazarana rules.

20. DARKOTI.

This petty Chieftainship is held under a Hukmnama (No. CXLVII) granted to Rana Sutes Ram by Lieutenant Ross, Governor-General's Agent; the terms of which are that he is to pay allegiance to the British Government, and that he is exempted from all pecuniary liability.

The founder of this Rajput family is said to have come from Marwar. The present Rana is Ram Saran Singh, who succeeded Rana Ram Singh, who died in 1883. The revenue is Rs. 800; population, by the census of 1901, 518; area, 8 square miles.

The State is liable to the operation of the nazarana rules.

No. CXII

TRANSLATION of a SUNNUD granted to RAJAH FUTTEH SINGH of NAHUN, dated 21st September 1815

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government wherefore by order of the Governor-General, this Sunnud is granted to Rajah Futteh Singh conferring on him and his heirs for ever the lands of Sirmoor with all the rights and appurtenances belonging thereto

The forts of Monnee and Juggutgurh, and Doonkyardah, and the districts of Jounsar and Bawar Moolakee have been disjoined from the Raj of Sirmoor, and taken into the possession of the British Government, and the forts of Khurchuree and Hunur with the lands attached, on the west of the Kurree Nuddee, have been annexed to the Thakooraee of Keonthul, and the forts of Ghât and Sulhur on the east of the Kurree Nuddee have been annexed to the Raj of Sirmoor

It is proper that Futteh Singh, being grateful to the British Government for its favour, should occupy the lands granted to him and never at any time think of laying claim to the places above enumerated, which have been disjoined from Sirmoor, and annexed partly to the British territories, and partly to the Thakooraee of Keonthul

Further, he must not appoint a Dewan or Mutsuddees or do anything in the management of the Raj of Sirmoor without communicating and consulting with the officer who will be stationed there on the part of the British Government He will conform to the above stipulations, and paying strict obedience to the British Government, he will, in the case of war, join, when required, the British troops with all his force, and do the part of a true ally. He will also make roads 12 feet broad throughout his territory

If he shall fail in any of the above obligations (which are again enumerated), or shall encroach on the possessions of others, he will fall under the displeasure of the British Government and will be dispossessed He must consider this a valid instrument, and conforming to its conditions, take possession of the lands granted to him, and he must promote the welfare of his ryots and the extension of cultivation, and distribute justice, and look to the security of the roads, and not exact more from the ryots than their engagements, and, in short, make all people happy and contented

The ryots on their part will be bound to consider Futteh Singh aforesaid as their rightful lord, and to obey him accordingly

No CXIII.

SUNNUD granted to RAJAH FUTTEH PERGASS OF NAHUN,—1833.

Whereas the Right Honorable the Governor-General in Council has been pleased to bestow on Futteh Pergass, Rajah of Nahun, and

ratified by the Governor-General. It becomes the duty of the Rajah, therefore, that being firmly fixed and established in his Raj, he set his mind at rest on that point, and divesting himself of all apprehension, devote his time to the promotion of the happiness and comfort of his subjects, and consider this as a valid Sunnud for his country.

TRANSLATION of PAPER of REQUESTS presented by the AGENTS of RAJAH MAHA CHUND, and answers by MAJOR-GENERAL OCHTERLONY, 18th February 1815.

Requests.

1st.—Since I have withdrawn from my connection with the Goorkhas, and attaching myself to the British Government, consider my connection with it the same as my honor and my life, I hope that I shall be continued in possession of my ancient territory, and that it shall be under the protection of the Honorable Company, and that if at any time when the Goorkhas shall submit to the British power, they shall propose anything to my disadvantage from a spirit of revenge for my having abandoned their cause, it shall not be listened to.

Answers.

If the Rajah shall have really and truly withdrawn himself from his connection with the Goorkhas, and shall attach himself to the British Government, he shall undoubtedly be confirmed in the possession of his ancient territory of Khyloor, lying on this side of the River Sutledge, agreeably to the terms of the Proclamation which was issued under the authority of the Governor-General, on the 17th of October last, and it shall, in every respect, be considered to be under the protection of the British Government. In the event of peace between the British Government and the Goorkhas, no representation of the Goorkhas against the Rajah, at variance with the dues of protection, shall be attended to. But on the subject of guaranteeing the country of Khyloor a reference shall be made to the Governor-General.

Requests.

2nd.—It is well known that the Forts of Futtehpore, Mundgur, Behadurpoor, and Ruttunpoor, constructed by my ancestors, were held by me; suddenly, however, they were seized by Rajah Ram Surn, who held them for seven months, when I caused them to be restored to me. I hope that in continuing to me my ancient possessions, those Forts will be included therein.

Answers.

2nd.—I am also acquainted with the fact of the Forts of Futtehpoor, Mundgur, Behadurpoor, and Ruttunpoor, being of old dependencies of the country of Khyloor. Provided the Rajah shall withdraw from the Goorkhas, and connect himself with the British Government, they shall remain to him as heretofore.

3rd—With respect to the affair of the twelve Thakoors, although they of old belonged to me, yet owing to my weakness, the Surmoreea Rajah sometimes got possession of them and sometimes they were held by Rajah Ram Surn When the Goorkhas came here I was re-established in the possession of the twelve Thakoors On the return of the Goorkhas from the Fort of Kangra they required that I should assign something out of the twelve Thakoors for the maintenance of the troops In consideration of my connection with them, and also of my inability to oppose their requisition, nine of the twelve Thakoors were given to them The Thakoors of Dhamee, Buhjee, and Kotee, are still in my possession I have stated this merely in the way of information Otherwise in every respect I am submissive to the pleasure of the British Government in this affair, and consider it a happiness to conform to its orders

3rd.—Any proposition by the Rajah regarding the twelve Thakoors is improper, for the real state of the case is very different. Although I must give a positive refusal to this request, for when the time for the settlement of the twelve Thakoors shall come they must be adjudged to the real proprietors, yet should the Rajah render good service to the British Government, and abandon the cause of the Goorkhas, the same consideration which he experienced with respect to one or two of the Thakoors from the Goorkhas, may, in my opinion, be also shown to him by the British Government

4th—The Goorkhas gave several places to me besides those included in my original possessions The Major-General is now vested with the same authority which they exercised As he shall order, so will I consider it as happiness to act Be pleased now to show me favour, or when I shall have rendered good service to the Government The Major-General is my friend and patron on the part of the British Government

4th—No claim to any places which the Goorkhas gave to the Rajah, besides his ancient territory of Khyloor, can be listened to In conformity with the terms of the Proclamation of the 17th October, no tribute nor pecuniary demand of any kind shall be exacted from the Rajah In return for all the benefits which the Rajah will enjoy, the British Government only requires that while the war with the Goorkhas shall last, the Rajah shall co-operate with the British Troops, and that in future also, on every occasion of a British Force coming into this quarter to act against an enemy, the Rajah shall be ready to join and to afford [illegible]

No. CXVI.

Translation of a Sunnud granting territories to Rajah Juggut Chund of Kuhlor (Belaspore), dated 21st October 1847.

Whereas by the Treaty concluded between the British Government and the State of Lahore, on the 9th March 1846, the hill territories came into the possession of the Honorable Company, and whereas Rajah Juggut Chund of Kuhlor has always evinced his obedience and submission to the British Officers, the Government hereby confirms in perpetuity to Rajah Juggut Chund and the heirs male lawfully begotten of his body by his Ranee, the Territory of Kuhlor, with such boundaries as have been in his possession since the commencement of the British rule in the Trans-Sutlej States, with full administrative powers therein. In default of an heir of the above description, the territory, with full powers, will be conferred upon the male heir who may be proved to the British Government to be next of kin to the Rajah. Be it known to the Rajah, that if any of his successors is found incompetent and unable to administer the affairs of the State, the British Government reserves to itself the power of removing him and installing another heir next of kin to the Rajah, who may be found entitled to it, and capable of administering the territory. Whoever shall, according to the foregoing terms, succeed the Rajah, will remain in the undisturbed possession of his territory and State, on the conditions which are specified in the Agreement executed by the Rajah, and which are as follows:—

1st.—That he shall abolish all transit duties in his territory, and consider it incumbent upon him to afford protection to the bankers, tradesmen, and dealers in his State.

2nd.—That he shall construct roads not less than 12 feet broad in his State, and repair them when necessary.

3rd.—That on the occasion of a war, he shall, when directed, join the British Army with his own retainers and hill-porters, keep himself in readiness to execute the order of the Officers of Government, and supply provisions according to his means.

4th.—That all disputes which may take place between the Rajah of Kuhlor and any other Chiefs shall be referred to the British Courts.

5th.—That he shall not alienate or mortgage any portion of his territory without the knowledge and permission of Government.

6th.—That he shall abolish in his territory slave-dealing, suttee, female infanticide, and the practice of burning or drowning lepers, as these practices are opposed to British law, and that he shall issue such strict orders in respect thereof that no one may venture to commit any of the said crimes.

The Rajah shall not encroach beyond the boundaries of his own territory or the territory of another. He shall consider this Sunnud as a ratified

document, and use his exertions to fulfil the terms thereof, to promote the welfare of his people, to improve the condition of his country, to adopt measures for the increase of cultivation, to redress grievances, to maintain lawful rights, and to keep the roads secure He shall not exact money from his subjects, but treat them with kindness, that they may always be thankful to him It is the duty of the subjects to regard him and, after him, his successor, as above described, as their sole and lawful lord, to pay without fail the revenue due to him, to remain obedient to him at all times, and to behave themselves well

No. CXVII.

Sunnud to Rajah Ram Sing (or Ram Surrun) for Hindoor,—1815.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Ram Sing has, during the [illegible]
performed worthily the part of an [illegible]
[illegible]
[illegible] Rajah, conferring on
h[illegible] Hindoor, etc, seven Per[illegible]
with twelve villages, and M[illegible]
the half share of Fyzoollal[illegible]
of Malown, with six villag[illegible] which are on the
point [tegh] of the Hill of Malown, and Mouras M[illegible]
dooaree-wallah, etc, the jumma of the whc[illegible]
and 123½ maunds of grain), together with a[illegible]
belonging thereto, and the sayer collections[illegible]
to the ryots, without exaction of begaree [illegible]vice, or of nuzzuranah, all these dues being remitted Whatever number of begarees the Rajah shall furnish in case of war, shall be paid for by the British Government at the rate of 4 rupees per man The Rajah, however, will not receive any pay for himself and his troops in joining the British Forces The Rajah, considering this Sunnud a full and valid title for himself and his descendants, will exert himself to the utmost to promote the welfare of his subjects, and will abstain from encroaching on the possessions of others; and being grateful for the favour which has been shown him by the British Government, he will continue firm in allegiance to it, and will conform to all the conditions of this Sunnud.

It will be the duty of the ryots on their part to consider the Rajah as their rightful lord, and to pay their revenue punctually, and show obedience to his authority, and to exert themselves to improve the cultivation of their lands and to augment the Rajah's resources.

20th October 1815.

No. CXVIII.

SUNNUD to RAJAH RAM SING (or RAM SURRUN) for the THAKOORAEE of BUROWLEE,—1815.

Whereas all the hill country has come into the possession of the British Government, and many Chiefs have had their former possessions wholly restored to them; and whereas the Fort of Malown, with six villages, the estimated annual jumma of which is 118 rupees and 118 maunds of grain, has been withheld from Rajah Ram Sing, in order to be retained as a post for British troops; therefore, as a compensation for the said fort and six villages, this Sunnud is, by order of the Right Honorable the Governor-General, granted to Rajah Ram Sing, conferring on him and his heirs for ever the Thakooraee of Burowlee, with all the appurtenances belonging thereto, and the sayer collections. The said Rajah, considering this Sunnud to be a valid instrument, will, after leaving to the Ranee of the said Thakooraee four villages for her subsistence, take possession of the remainder. In case of war he will be bound to furnish begarees and sepoys, and to pay nuzzuranah according to the statement subjoined. He will make roads in all directions around the said Thakooraee, and he will be careful not to encroach on the possessions of others. He will promote the welfare of his ryots, and pay strict obedience to the British Government, to whom he will be grateful for the favours which he has received. The duty of the ryots, on the other hand, will be to consider the Rajah as their rightful lord, and to pay their revenue punctually, and to show obedience to his authority, and to exert themselves to improve the cultivation of their lands and to augment the Rajah's resources.

Statement alluded to above.

Begarees, remitted altogether: nuzzuranah, remitted altogether. Roads to be prepared in every direction around the Thakooraee.

20th October 1815.

No. CXIX.

TRANSLATION of a SUNNUD granting the FORT of MALOWN, with its dependent villages, and two guns and ammunition, to RAJAH RAM SING of NALAGURH.

Dated 29th October 1846.

Whereas Rajah Ram Sing, the Rajah of Nalagurh, has always been firm in his attachment and devotion to the British Government, and whereas he was the only Cis-Sutlej Chief who evinced his fidelity by waiting on the Governor-General at Lushkurree Khan-ke-Seraie, on the eve of the Lahore Campaign, while the Seikh Army was crossing the Sutlej, the Fort of Malown, with its undermentioned six dependent villages, and the two 18-pounders

and ammunition [illegible] Government [illegible] tion to generation [illegible] entered into by him, viz.—

1st.—That the [illegible] hereby transferred [illegible] may in no respect be [illegible] British Government [illegible]

2nd.—That the [illegible] British Agent against [illegible]

3rd.—That he will [illegible] attention to any advice [illegible] occasion to offer on their behalf [illegible] Sunnud a complete and [illegible] remain ever firm in his loyalty [illegible]

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]

Dated 29th October [illegible] 1903 Sumbut.

TRANSLATION of an [illegible]

Dated [illegible] October [illegible]

Whereas the British Government has been [illegible] a Sunnud *nuslun badi [illegible]*, the Fort of Malown and its six dependent villages specified in that Sunnud, together with the two 18-pounders, and the ammunition in that Fort: I do hereby execute an ikrarnamah, binding myself and my successors to the following three conditions:

1st.—I will rule the people transferred to my authority by virtue of the aforesaid Sunnud with justice and moderation, so that they may in no respect be sufferers by being transferred from the rule of the British Government to that of Hindoor.

2nd.—I will recognise their right to appeal to the local British Agent against oppression or injustice.

3rd.—I engage, on pain of forfeiture of the grant, to pay implicit obedience to any advice or remonstrance which the British Agent may have occasion to offer on their behalf.

No. CXX.

TRANSLATION of a SUNNUD granting the State of NALAGURH with the title of RAJAH, to RAJAH UGUR SING.

Dated the 19th January 1860.

Whereas Rajah Bejey Sing, lawful son of Rajah Ram Singh, of Nalagurh, having died, leaving no legitimate male heir of his body, the territory of Nalagurh has lapsed to the British Government, and is entirely at its disposal; but in consideration of the fidelity of Rajah Ram Sing, and of the useful services which he rendered during the Goorkha War in 1813 and 1814, the Government wishes to grant the State of Nalagurh, which was in the possession of the late Rajah, to Ugur Sing, an illegitimate son of the said late Rajah Ram Sing: Accordingly the Government hereby confers the State of Nalagurh, with the title of Rajah, upon Ugur Sing and the heirs male of his body lawfully begotten.

Be it known that Rajah Ugur Sing and his heirs shall pay to the British Treasury an annual tribute of five thousand rupees; that the Government guarantees the jaghire of the brothers of Rajah Ugur Sing; that the Rajah shall allow the free access of British subjects, Native and European, into his territory, for commerce or otherwise, and treat them on an equal footing with the subjects of his own territory; and that Government has reserved to itself the power of making roads through the Nalagurh State.

Be it further known that the grant has been made on condition of good behaviour and of service, Military and Political, at any time of general danger or disturbance.

No. CXXI.

TRANSLATION of a copy of a SUNNUD, dated 8th February 1816, signed and sealed by LORD MOIRA, Governor General, conferring on RAJAH MUHENDRA SINGH, BUSSAHIRWALA, the Raj of Rampoor, Bussahir, and Thakuraees of Dulaitee, Kurangto, and Kanaitee.

Whereas all the hill territory has come into the possession of the Hon'ble Company, the Most Noble the Governor-General hereby confers on Rajah Muhendra Singh in perpetuity, generation after generation, the Raj of Rampoor, Bussahir, and Thakuraees of Dulaitee, Kurangto, and Kanaitee, with all their revenues and internal and external rights, conditional on the said Rajah paying Rs. 15,000 (Kuldar) per annum tribute money, in instalments as detailed below, for defraying the expenses of the protecting English force, and conditional on his rendering personal service with his armed followers and begarees when called upon to do so, and constructing roads on all four sides of his territories.

The forts of Rawin, Salegan, Hatto, and Baghee, together with the la attached to them, and pergunnah Saudbhoj and mouza Khepoo, etc, hav been detached from the Rampoor Bussahir ilaka, and retained in possessi and occupation of the British Government, he (the Rajah) should nev ever think of advancing his claim to the said places, and being bound by th terms of this sunnud remain heartily submissive and obedient to the Britis authorities and not encroach beyond his territories

The Rajah shall pay the tribute money by fixed instalments, and in time of war shall, on a requisition from the Superintendent of Hill States, join the British army in person with his armed retainers and hill porters, keep himself in readiness to execute orders, and remain submissive. He shall construct roads throughout his territory four yards wide.

If the Rajah neglects or hesitates in paying the fixed tribute; in joining the British army with his retainers on the occasion of war, in showing submission and obedience to the British authorities, and in constructing roads in his territory, or encroaches upon the territories of others, he shall incur displeasure and will be deposed

The Rajah shall consider this sunnud as a ratified document, and use his exertions to fulfil the terms thereof, to promote the welfare of his people, to improve the condition of his country and cultivation, to redress grievances and to keep the public roads safe

The Rajah shall not extort money from his subjects, but treat them with kindness so that they may always be thankful to him His subjects should regard him, and his (successors) as above described, as their sole and lawful lord, pay without fail the revenue due to him, remain obedient to him at all times, and behave themselves well

Tribute money to be paid by instalments as follows :—

		Rs
(1)	In month of Poos (December-January)	5,000
(2)	" Bysack (April-May)	5,000
(3)	" Sawun (July-August)	5,000

To join the British army with his armed retainers and hill porters when lled upon to do so in time of war.

To construct roads on all four sides in his territory four yards in lth.

No. CXXII.

GREEMENT with Rajah of Bussahir for lease of his forests,—
1864.

e Rajah of Bussahir having found the management of his forests ome, desires to lease them to the British Government for a term of . VIII.

fifty years, and requests the Superintendent, Hill States, to submit the following proposals for the approval of the Punjab Government :—

ARTICLE 1.

I make over the entire control of the whole forests of Bussahir to the British Government, who will appoint an English Officer to take charge of the said forests.

ARTICLE 2.

No contractor or other person shall be permitted to cut timber in any forest of my dominions, except in places and under conditions specified by the officer appointed to be Conservator of Forests.

ARTICLE 3.

For every tree felled in the forests of Bussahir by authority of the Conservator, the British Government shall pay at the following rates:—

Deodar (Kelu)	3	8	0
Walnut (Akhrot)	2	0	0
Birch (Bhojputea)	1	8	0
Other kinds	2	0	0

ARTICLE 4.

The accounts shall be made up quarterly or half-yearly and rendered; and payments made at the abovementioned rates quarterly or half-yearly.

ARTICLE 5.

I will have nothing to do with the establishments appointed by the Forest Officer. The British Government will defray all expenses connected with the conservancy of the forests, felling and transporting timber to the Sutlej, and floating down to the depôts.

ARTICLE 6.

I agree that the officer appointed to the forest should have power of a Subordinate Magistrate, 1st class, defined in Section 23 of Act XXV, 1861, to try and decide cases of offences against property and property marks.

ARTICLE 7.

I will give every assistance required by the Conservator in the exercise of the above powers for apprehending offenders, or supposed offenders, and for confirming the penalties awarded by him.

ARTICLE 8.

I hereby grant to the British *Government a lease of the forests of* Bussahir for (50) fifty years, commencing *from such date as the Government* may confirm the lease.

ARTICLE 9.

[illegible] *Government for any timber I may require,* [illegible] *wood, and the purpose for which it is* [illegible]

ARTICLE 10.

The Zemindars shall be permitted *to cut timber for fuel, charcoal, house* building, and vine frames. *They are not to be prohibited from cutting* down the inferior forests for *purposes of cultivation.*

(Sd.) JOALLA DOSS, *Vuzeer*
„ SURJEET, „
„ FUTTEHRAM, „
„ HEERANUND, „
„ JOALLA DOSS
„ GOVERDHUN DOSS
„ PETUMBER DOSS

[illegible]
Rajah of Bussahir and [illegible]
Simla [illegible] *June* [illegible]
Signature of [illegible]
[illegible] *Hill States,*
[illegible]
Conservator of Forests.

The British Government shall, through such officers as it shall from time to time appoint in that behalf, and on the conditions hereafter agreed to, have the sole and entire control and management of, and the entire right and title to, all waif, drift, and windfall timber, both on land or in water, stranded or collected in the territories subject to the Rajah of Bassahir and Rampoor.

In lieu of such right to waif, windfall, and drift timber, the British Government shall and will pay to the said Rajah of Bassahir and Rampoor, or to such person as he shall appoint to receive the same, the yearly sums hereinafter stated, that is to say—

For each of the years 1870-71, 1871-72, and 1872-73 the sum of rupees fifteen hundred (1,500).

For each of the years 1873-74 and 1874-75 the sum of rupees twelve hundred (1,200).

And for the year 1875-76 and following years the annual sums of one thousand rupees (1,000).

The British Government shall not, in virtue of any right vested in it by this agreement, interfere with the privilege of villagers and others residing on or near the banks of the River Sutlej, or its tributaries, of collecting fragments and small pieces of timber to be used for fire-wood without payment for the same.

Provided always that the privilege aforesaid shall not be deemed to entitle any person to take any piece, fragment, or log of wood of any size larger than one man can himself and without assistance lift or carry.

In witness whereof the Rajah Shumshere Sing of Bassahir and Rampoor of the one part, and Superintendent of the Simla Hill States acting on behalf of the British Government of the other part, have hereto set their hands this first day of August 1871.

Seal of Shumshere Sing, Rajah of Bassahir and Rampoor.

(Sd.) SHUMSHERE SING,
Rajah of Bassahir and Rampoor.

In the presence of

(Sd.) C. BATCHELOR, *Major,*
Dy. Conservator of Forests, Sutlej Division.

(Sd.) J. PARSONS,
Supdt., Hill States.

In the presence of

(Sd.) A. CHISHOLM, *Head Clerk,*
Supdt., Hill States Office.

No. CXXIV.

AGREEMENT with the RAJA of BASHAHR,—1877.

Whereas by the terms of an agreement having date at Simla, the twenty-eighth day of June 1864, His Highness the Raja of Rampoor-Bashahr, having requested the aid of the British Government in the management of his forests, did for that purpose lease the said forests to the British Government; and

Whereas by a further agreement dated the first day of August 1871,
Government (in consi-
made) his rights in

Whereas it is now desirable to embody the terms of the said agreements in one agreement, and further in such new agreement to secure to His Highness a more equitable remuneration in consideration of the grant of his forests and other rights, and at the same time to make more definite provision for the conservancy of the forests aforesaid:

The following Articles have been agreed upon between His Highness the Raja of Rampoor-Bashahr of the one part, and Captain Robert Parry Nisbet, Superintendent of Hill States, Simla, on behalf of the British Government, of the other part.—

1. From and after the date of the execution of this present agreement, the former agreements, bearing date at Simla, the 28th June 1864 and 1st August 1871, respectively, shall cease to be of force, and shall be deemed to be cancelled and superseded by this present agreement.

2. The term "forest," as used in these Articles, shall mean and include—

(*a*) Those tracts of country covered with trees, or from which the trees have been felled, which pay no revenue as cultivated land to the Rampoor-Bashahr State.

(*b*) Such other tracts of land, cultivated or uncultivated, covered with trees or barren, as the Rajah of Rampoor-Bashahr
time to
or exten
plantations or forests.

3. In consideration of the sum of Rs. 10,000 to be paid in two half-yearly instalments, *viz.*, on the 20th April and next Oct
year,
His Highness the Raja of
e and
sole control of the whole fo

4. The Raja of Bashahr further grants to the British Government all his rights in unclaimed waif, drift, and windfall timber within his territory both on land and in water, and further grants to the said Government the entire control of the rivers and streams in Bashahr in so far as concerns the

floating and management of timber in transit; and the Raja of Bashahr further agrees that the British Government shall have power to take up land not being forest when such land is required for timber slides and other necessary works:

Provided always that fair and equitable compensation shall be paid therefor to the persons entitled thereto.

5. The British Government shall on its part appoint and maintain at its own expense such officers and such subordinate establishments as to it may seem good for the purpose of controlling, managing, and working the said forests, and controlling and managing the transport and floating of timber as aforesaid.

The term "Forest Officer" when used in this agreement or the schedule thereto annexed, shall be deemed to mean any officer so appointed.

6. The rule set forth in the schedule annexed for the protection and management of the forests and for regulating the floating of timber and other matters shall be deemed to be in force throughout Bashahr, and the British Government may invest any Forest Officer with all or any of the powers of a Magistrate as described in the Code of Criminal Procedure in force in British India, to be exercised within the State of Bashahr for the purpose of trying and punishing offences against the rules aforesaid.

And the Raja of Bashahr engages to render every aid required by the officer or officers authorized to exercise such powers for bringing to justice all persons charged with offences against the rules, and for enforcing any lawful judgment awarded against them.

7. Further it is agreed that during the currency of this lease the whole preservation, control, and right of shooting game birds in the Bashahr forest shall exclusively belong to the British Government. Licenses to shoot in the Bashahr forests shall be granted only by the Superintendent of the Hill States:

Provided always that the Raja of Bashahr may grant annually to residents of Bashahr licenses to shoot game birds for their own consumption, but not for sale. The number of such licenses shall not exceed thirty. Any person found shooting without a license, or netting, trapping, or snaring game birds shall be liable to the penalities mentioned for such offences in the rules forming a schedule to this lease.

8. The whole cost of conserving the forest in Bashahr under the rules annexed, together with all costs of felling and transporting timber for the use of the British Government, and of maintaining the necessary establishment in such forests, shall be borne by the British Government.

9. This agreement shall continue in force for a term of fifty years, commencing from the date of the present agreement. On the expiry of this term it shall be renewable at the pleasure of the British Government for a further term of fifty years. It shall be again renewable in like manner at the end of every term of fifty years:

Provided always that any alterations in the Forest Rules attached hereto that may be agreed to by both parties may be made at any time without affecting the continuance of this agreement

Executed this first day of November 1877 at Simla.

(Sd) SHAMSHER SING,
Raja of Bashahr and Rampoor.

" ROBERT PARRY NISBET,
Superintendent, Hill States.

In presence of—

(Sd) B H BADEN-POWELL,
Conservator of Forests.

" ABDULLA MAULVI.

SCHEDULE.

Rules for the Bashahr Forests.

1. Unless expressly permitted by the Chief Forest Officer, the following acts are prohibited in all forests of the Bashahr State:—

(*a*) Breaking up forest land for cultivation.

(*b*) Setting fire to grass tracts in the vicinity of forests or negligently permitting fire to extend thereto.

(*c*) Setting fire to trees, brushwood, or stumps.

(*d*) Cutting out slabs, torches, etc., from the stems of standing trees, barking or boring for turpentine, or otherwise injuring trees.

(*e*) Felling or lopping trees.

(*f*) Selling timber.

(*g*) Removing dead leaves and surface soil.

(*h*) Shooting without a license, netting, trapping, or snaring any game bird

2. Permission free of charge shall be given by the Forest Officer [illegible] to all zemindars, who may require it, to break up forest land for cultivation, to cut timber for fuel, charcoal, house-building, and [illegible], [illegible] collect branches and leaves for cattle fodder and [illegible], to [illegible] for pasture, to cut torches, and to collect turpentine, bark, [illegible] other minor forest produce.

These privileges shall be exercised in such portions only of the forest as the Forest Officer shall from time to time assign

The collection of the seeds of the Ri (Neoza) shall be free to all who have a right to collect them.

3. The British Government shall have power to demarcate or fence any portion or portions of the forest in Bashahr.

If the boundaries of any demarcated forest are not clearly indicated by roads, rivers, or other existing boundaries or landmarks, they must be marked out by permanent marks in such manner as the Punjab Government may direct.

4. In the demarcated or fenced forests grazing by cattle, except by permission of the Forest Officer of Bashahr, is prohibited, in addition to the prohibitions enumerated in rule 1.

5. The Raja of Bashahr will furnish an indent to the British Government for any timber he may require, specifying the amount and kinds of wood and the purpose for which it is to be applied. Such timber shall not be applied to other purposes than those specified in the indent, and shall not be sold.

It will rest with the Punjab Government to decide what quantity shall be given.

6. No person shall, without the permission of the Forest Officer of Bashahr, remove, cut up, burn, deface the marks of, or mark any timber in transit, whether stranded or floating, provided that this rule shall not interfere with the privilege of the villagers to take for firewood stranded pieces of broken timber, which are not, however, to be larger than one man can lift by himself.

7. Any person who breaks rule 1, 4, or 6 shall be liable, on conviction before a Magistrate, to fine not exceeding Rupees 200, or, in default of payment, to three months' imprisonment with or without hard labour.

No. CXXV.

TRANSLATION of a SUNNUD granted to RANA SUNSAR SING for part of the THAKOORAEE of KEONTHUL,—1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Sunsar Sing, conferring on him and his heirs for ever the Pergunnahs Goolhanj and eight Pergunnahs, with the sayer collections of the same. The Rajah, considering this a valid instrument, will take possession of the said Pergunnahs, paying strict allegiance to the British Government, and will promote the welfare of his ryots, and will

abstain from encroaching on the other Pergunnahs of Keonthul, and will never at any time advance a claim to the other Pergunnahs In case of war the Rajah will join the British Force with his troops

The duty of the ryots and of the Thakooraee on their part will be, considering Rana Sunsar Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

If the Rajah should be wanting in obedience to Government, or should fail to join with his troops in case of war, the lands conferred on him by this Sunnud will be forfeited

6th September 1815.

No. CXXVI.

Translation of a Sunnud granted to Rana Sunsar Sing,—1815.

Whereas the Goorkhas have been completely expelled from these districts and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Governor-General, this Sunnud is granted to Rana Sunsar Sing conferring on him and his heirs for ever the Thakooraees of Bethook, Gootee, Khond, and Kyaree, which have been from of old comprehended within and subject to the Raj of Keonthul, the Ranas of which Raj have always received nuzzuranah from each The Rana aforesaid will take nuzzuranah annually from the said Thakooraees by two instalments, in the following proportions.—

	Rs.
From Bethook	500
„ Gootee	500
„ Khond	250
„ Kyaree	250

And the said Rana shall promote the welfare of the ryots, and shall protect the Thakoors. The Rana shall also, on requisition from the British [illegible]

rightful lord, and will obey him accordingly, and pay their nuzzuranah according to the amount above stated, or, failing in the performance of these duties, they will be ejected. Let them therefore conform to these injunctions and not encroach on the possessions of others.

11th September 1815.

No. CXXVII.

TRANSLATION of a SUNNUD granting Pergunnah POONUR to RANA SUNSAR SING of KEONTHUL, under the seal and signature of CAPTAIN ROBERT ROSS, Deputy Superintendent of Sirhind and Hill States.

Dated 5th April 1823.

Whereas, by the grace of God the Goorkhas have been completely expelled from this country, and all the places of this district have come into the possession of the British Government, the Pergunnah of Poonur, which, agreeably to the Government orders of the 20th September 1816 received through General Sir David Ochterlony, was confirmed to Rana Sunsar Sing of Keonthul in perpetuity, with all the rights and appurtenances belonging thereto, is hereby annexed to the Thakooraee of Keonthul. It behoves the above-named Rana considering this Sunnud as a valid deed, to hold possession of the said Pergunnah: to abstain from encroaching upon the territories of others; to improve the condition of the people; to distribute justice to the aggrieved; to evince his unswerving attachment to the Government, by executing all its orders with promptitude and zeal; to acknowledge his obligations for this favor; to join in person the British Forces with his retainers on the occasion of a war; and not to disregard orders of Government requiring begarees from his territory in time of need. He shall consider it incumbent upon him to construct roads fit for carts to pass at such places in his territory where the Huzoor (1) may stay. Excepting the above, no tribute or nuzzeranah shall be demanded from him.

It will be duty of the ryots of Pergunnah Poonur to consider Rana Sunsar Sing and his descendants as their rightful lord, and to obey his orders.

Dated 5th April 1823, corresponding with 22nd Rujub 1238 A.H.

No. CXXVIII.

TRANSLATION of a SUNNUD granted to RANA JUGGUT SING of BAGHUL.

Dated 3rd September 1815.

Whereas the Goorkhas have been completely expelled from these districts and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Juggut Sing, conferring on him and his heirs for ever the Thakooraee of Baghul, with all the rights

of his paying annually
pense of protection by the
and sepoys, as specified
Rana Juggut Sing will
tion of the lands, and look
to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Rana Juggut Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms The duty of the ryots of the Thakooraee, on their part, will be, considering Rana Juggut Sing as their rightful lord, to obey him accordingly, and pay the revenues regularly.

Detail.

· Hundred begarees with Captain Ross at Subathoo; and in case of a war joining the British troops with his forces; and making roads 12 feet broad throughout his Thakooraee. Nuzzuranah remitted.

No. CXXIX.

TRANSLATION of a SUNNUD granted to MOHINDER SING,—1815.

Whereas the Goorkhas have been completely expelled from these districts and all the hill country has come into the possession of the British Government; and whereas, in consequence of Mohinder Sing's having failed to join the British forces during the war with the Goorkhas the whole country of Bughaut is entirely forfeited to the British Government, that Government, of which magnanimity is the characteristic feature, is pleased, *as an act of pure favour and grace, to grant anew to Mohinder Sing the* Masil, being four Per-
the rest. Wherefore,
eneral, this Sunnud is
given, conferring the four Pergunnahs aforesaid on Mohinder Sing and his heirs for ever. It is necessary therefore that he should reside at Dhurum Poorah and take possession of the said Pergunnahs, promoting the welfare

case of war must join the British troops with such a force as he is able to collect. He must moreover keep always twenty begarees with the Officer at Subathoo.

If at any time he shall depart from these engagements, he will be immediately dispossessed of the lands in question. The ryots of the said lands must, on their part, consider Mohinder Sing to be the rightful lord of the territory, and pay their revenue punctually, and show due deference to his just authority.

Dated 4th September 1815.

NO. CXXX.

SUNNUD granted to DULLEEP SING of BUGHAT.

Dated 31st January 1862.

On the death of Beeja Sing, the last Chief of Bughat, without issue, the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Omeid Sing, cousin of Beeja Sing, and his descendants, on certain conditions; Omeid Sing died before this intention could be fulfilled, and I now hereby confer on you, his legitimate son, and on the heirs of your body in perpetuity, the estate of Bughat, subject to the following conditions:—

1st.—The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000.

2nd.—So much of the estate of Bughat (including the lands at present owned by Major-General Innes) as now yields a gross revenue of 2,500 rupees a year, shall be retained in perpetuity by the British Government in payment of this tribute.

3rd.—The remainder of the estate shall be free from payment of tribute.

Be assured that so long as you and your successors remain loyal to the British Crown and faithful in the discharge of your obligations to the British Government the estate of Bughat shall remain to your house a perpetual possession.

NO. CXXXI.

SUNNUD granted to DULEEP SING of BUGHAT,—1864.

On the death of Beejah Sing, the last Chief of Bughat, without issue, the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Oomeid Sing, cousin of Beejah Sing, and his descendants on certain

conditions Oomeid Singh died before this intention could be fulfilled, and I now hereby confer on you, his legitimate son, and on the heirs of your body in perpetuity the estate of Bughat, subject to the following conditions.—

ARTICLE 1

The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000

ARTICLE 2

So much of the estate of Bughat as has been acquired by Major-General Innes and is assessed at Rupees 1,002-15 a year shall be retained in perpetuity by the British Government in payment of so much of the tribute, and the remainder of the tribute, *viz*, Rupees 997-1, shall be annually paid by the Chief of Bughat in cash to the British Government.

ARTICLE 3

The Chief of Bughat shall respect the revenue settlements which were made, and the rights of the under-tenants which were recognised, by the British Government while the estate of Bughat was under its administration.

uccessors remain loyal to the 'our obligations to the British to your House a perpetual possession.

JOHN LAWRENCE.

Dated 18th July 1864.

No. CXXXII.

TRANSLATION of a SUNNUD granting THAKOORAEE JOOBUL to RANA POORUN CHUND of JOOBUL, under the Seal and Signature of CAPTAIN ROSS, dated 18th November 1815.

Whereas, on the expulsion of the Goorkhas, the whole of the hill territory has come into the possession of the British Government, this Sunnud agreeably to the orders of the Right Honorable the Governor-General, Lord Moira, received through General Sir David Ochterlony, is granted to Rana [illegible] Thakooraee and Territory of Joobul, of petuity, in the same manner as he did He shall exert himself to serve the

1st—He shall employ seventy begarees in the constant service of Government throughout the year.

2nd—No nuzzuranah shall be taken from him.

3rd.—The armed retainers of Joobul shall join the British Force on the occasion of a war, and shall not serve any other power.

Begarees shall be supplied when required for the construction of roads.

Dated 3rd Ughan 1872 Sumbhut, corresponding with 18th November 1815.

No. CXXXIII.

TRANSLATION of a SUNNUD granted to ROODER PAUL of BUDJEE, dated 4th September 1815.

Whereas the Goorkhas have been completely expelled from these districts and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rooder Paul, conferring on him and his heirs for ever the Thakooraee of Budjee, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rooder Paul will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits; and if at any time the said Rooder Paul fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Rooder Paul as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Forty begarees at Subathoo; to join with his force in case of war; to keep up roads throughout the Thakooraee. Nuzzuranah remitted.

No. CXXXIV.

TRANSLATION of a SUNNUD granting THAKOORAEE BUDJEE to RANA RUN BAHADOOR SING, CHIEF of BUDJEE, dated 10th July 1845.

Whereas, on the 27th Kartick 1899 Sumbut, corresponding with 10th November 1841, Thakoor Rooder Paul, Chief of Budjee, of his own accord

and free will, made over the administration of the affairs of Budjee to his son Rana Run Bahadoor Sing, and whereas a copy of a letter from the said Thakoor was transmitted in a report, No. 16, to Mr Maddock, the Chief Secretary, for the orders of the Right Honorable the Governor-General, Lord Ellenborough, to which a reply, dated 12th November 1841, No 1106, under the signature of the said Secretary, was received, granting the prayer of Thakoor Rooder Paul This sunnud is granted to Rana Run Bahadoor Sing, conferring upon him in perpetuity the said Thakooraee, with all the rights and appurtenances belonging thereto, on the condition that he shall pay year after year, Fusul after Fusul, a nuzzuranah of one thousand four hundred and forty rupees in lieu of begarees, and that he shall, when required, appear in person with begarees and retainers as detailed below It behoves him to promote the welfare of the people; to improve the cultivation; to secure the safety of the roads; to pay annually by instalments the fixed nuzzuranah; to appear in person with begarees and armed retainers when required, to show obedience to the British Officers; to abstain from encroaching on the territories of others, to obey the usual orders in respect to the supply of begarees and retainers from his ilaqua in time of need. and to consider himself bound to construct roads throughout his territory.

It will be the duty of the ryots of the said Thakooraee to consider Rana Run Bahadoor Sing as their rightful lord for ever, and not swerve from obedience to his orders.

Detail

An annual nuzzuranah of one thousand four hundred and forty rupees to be paid by *him by instalments*

On the occasion of a war he shall join the British Officers in person with all his retainers.

He shall construct roads 4 yards broad in his territory

Dated 10th July 1845, corresponding with 4th Rujjub 1261 A. H, and 9th Assar 1902 Sumbut

No. CXXXV.

TRANSLATION of a SUNNUD granting THAKOORAEE KOMHARSEIN to RANA KHER SING, under the Seal and Signature of GENERAL SIR DAVID OCHTERLONY.

Dated 7th February 1816

Whereas the Goorkhas have been completely expelled from the Hill States and the whole of the hill country has come into the possession of the [illegible] the Right Honorable the [illegible] seal and signature to the [illegible] Thakooraee Komharsein

with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expenses of protection by the British Troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rana will exert himself with zeal to promote the welfare of his ryots, to improve the cultivation of the lands, and to secure the safety of the roads, and ensure the due payment of his nuzzuranah for defraying the expenses of the troops protecting the hill country; and will be ready to appear in person when required, with begarees and armed retainers as set forth below, and will pay strict obedience to the British Government, and abstain from encroaching upon the lands of others. If at any time he shall fail in the performance of any of the above conditions he will incur the displeasure of Government, and be dispossessed of the grant. Considering this Sunnud as a valid instrument, he will conform to its terms in the administration of the affairs of his territory.

It will be the duty of the ryots of the aforesaid Thakooraee to consider the said Rana, and after him his descendants, as their rightful lord, to pay their revenue punctually; to show obedience to his authority, and not to swerve from obedience to his reasonable orders.

Detail.

Forty begarees to be supplied * throughout the year for the service of the Government.

He shall serve the Government in person with all his retainers on the occasion of war.

He shall construct in his territory roads 4 yards wide.

No nuzzuranah shall be taken.

Dated 7th February 1816.

* The Sanad of 1840 prescribes that the Rs. 2,000 a year in lieu of these begarees shall be paid in the following instalments:—

	Rs.	*a.*	*p.*
In April	666	10	8
In August	6	10	8
In December	6	10	8

No. CXXXVI.

Translation of a Sunnud granted to Rana Bhoop Sing of Kothar.

Dated 3rd September 1815.

Whereas the Goorkhas have been completely expelled from these districts and the whole of the hill country has come into the possession of the British

Government Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Bhoop Sing, conferring on him and his heirs for ever the Thakooraee of Kothar, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated [illegible] protection by the British troops, and [illegible] case of his [illegible] welfare of [illegible] rity of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the [illegible]

[illegible] ing this Sunnud as a valid instrument, he will conform to its terms The duty of the ryots of the Thakooraee, on their part, will be, considering Rana Bhoop Sing as their rightful lord, to obey him accordingly and pay the revenues regularly

Detail

Forty begarees, and making roads throughout the Thakooraee, and in case of war, joining the British troops with his whole force

Nuzzuranah altogether remitted.

No. CXXXVII.

TRANSLATION of a SUNNUD granted to GOBURDHUN SING of DHAMEE.

Dated 4th September 1815

[illegible]

his heirs for ever the Thakooraee of Dhamee with all the rights and appur- [illegible]

roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon; and will pay strict obedience to the British Government and abstain from encroaching beyond his own limits,

And if at any time the said Goburdhun Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee on their part, will be, considering Goburdhun Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Twenty begarees at Subathoo; to make roads 12 feet broad; nuzzuranah remitted; to join in case of war with troops.

No. CXXXVIII.

TRANSLATION of a SUNNUD granted to THAKOOR JOOG RAJ of BULSUN.

Dated 21st September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Joog Raj conferring on him and his heirs for ever the Thakooraee of Bulsun, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expenses of protection by the British troops, and of his attending with begarees and sepoys as specified below, in case of his being so required. The said Thakoor Joog Raj will promote the welfare of his ryots and the cultivation of the lands, and look to the security of the roads and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, detailed below, when called upon, and will pay strict obedience to the British Government and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Joog Raj fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms; the duty of the ryots of the Thakooraee, on their part, will be, considering Thakoor Joog Raj as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Thirty begarees at Subathoo; to attend with his force in case of war. Roads 12 feet broad. Nuzzuranah remitted.

No. CXXXIX.

TRANSLATION of a SUNNUD granted to THAKOOR SUNSAROO of MYLOG.

Dated 4th September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Sunsaroo, conferring on him and his heirs for ever the Thakooraee of Mylog, with all the rights

the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for

id be ready to attend with be-
called upon, and will pay strict
abstain from encroaching beyond

his own limits And if at any time the said Thakoor Sunsaroo fail in the performance of any of the above obligations (again enumerated) he will be dispossessed Considering this Sunnud as a valid instrument, he will conform to its terms, the duty of the ryots of the Thakooraee, on their part will be, considering Thakoor Sunsaroo as their rightful lord, to obey him accordingly and pay the revenues regularly.

Detail.

Forty begarees; nuzzuranah remitted, to keep up roads; to join with his troops in case of war.

No. CXL.

TRANSLATION of a SUNNUD granted to MAUN CHUND of BEEJAH.

Dated 4th September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Maun Chund, conferring on him and his heirs for ever the Thakooraee of Beejah, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys as specified below, in case of his being so required The said Maun Chund will promote the

welfare of his ryots, and cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Maun Chund fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Maun Chund as their rightful lord, to obey him accordingly, and pay the revenues regularly.

Detail.

Five begarees ; roads ; nuzzuranah remitted ; to join with troops in case of war.

No. CXLI.

TRANSLATION of a SUNNUD conferring THAKOORAEE TUROCH upon THAKOOR JHOOBOO, son of THAKOOR LUGOOCHUND, under the seal and signature of CAPTAIN ROSS.

Dated 31st January 1819.

Whereas the Goorkhas have been completely expelled from the Hill States, and the whole of the hill country has come into the possession of the British Government, and whereas the aforesaid Rana being absent on the occasion of the settlement which was ordered by the Right Honorable the Governor-General, Lord Moira, to be made in the Hill Territories, the grant of a Sunnud for Thakooraee Turoch to the said Rana was delayed : Now from the commencement of the year 1819, corresponding with 1234 A.H. and 1875 Sumbut, the abovenamed Rana being present, this Sunnud is granted to him under my seal and signature, conferring upon him in perpetuity Thakooraee Turoch, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and retainers, as set forth below, in case of his being so required, and of obedience to the British Government. It behoves him to exert himself in the administration of the affairs of his possessions ; to consider himself a dependent of the Government, and not of any other power ; to abstain from encroaching upon the territories of others ; promote the welfare of the people ; to improve the cultivation of the land ; and to secure the safety of the roads. If at any time he fail in the performance of any of the above conditions he shall be dispossessed of the grant. Considering this Sunnud as a valid instrument, he will conform to the foregoing conditions in the administration of the affairs of his territory. It will be the duty of

the ryots of the said Thakooraee to regard the aforesaid Rana and his descendants as their rightful lord, to obey him accordingly, and pay the revenues regularly

Detail

Eight begarees to remain in attendance throughout the year

No nuzzuranah shall be taken

He shall construct roads throughout his territory

He shall join the British Officers in person with his armed retainers and begarees on the occasion of war.

Dated 31st January 1819, corresponding with 1st Rubbeeoossanee 1234 A.H.

No CXLII.

TRANSLATION of an AGREEMENT taken from RUNJEET SING to govern the TUROCH STATE in justice and in equity,—1843.

able the Governor General
.ooraee of the territory of
Sing of Turoch deceased,
form truly, diligently, and
faithfully the whole of the several conditions specified in this agreement, *viz.*:—

1st—That I will punctually pay into the Government Treasury the

Sing, pend-
to Jhooboc

in land, and giving it to another in consideration of a nuzzuranah Such an evil custom shall have no support from me

5th.—I shall not adopt, nor permit, the improper practice which has prevailed in cases where a woman having been seduced and taken to the house of her seducer, the husband or plaintiff on suing for the recovery of the marriage portion or expenses does not receive justice, as the money in question is seized by the Chiefs and his followers I shall do justice to all parties

6th.—The practice which obtained of the Chieftain seizing entirely upon the goods and chattels of any of his subjects who may die without issue,

thus leaving the widow and mother of the deceased destitute and without assistance, shall be henceforth put a stop to. I shall leave all the deceased's property whether in cash or kind for the maintenance of his mother and widow, to whom I will also extend my protection..

7th.—I will exterminate from Turoch the objectionable practice of female infanticide and punish severely all cases that may occur.

8th.—No suttees shall be permitted throughout the Turoch territory.

9th.—No dealings in slaves shall be permitted.

10th.—I further bind myself, my heirs and successors, to preserve the inhabitants in peace and contentment, avoiding all oppression and tyranny and preventing it in others. On the contrary I shall govern with justice and equity, and continue steadfast in my allegiance and loyalty to the British Government, and since it has pleased the Government to bestow the succession on me, I shall commit no act of injustice; but will cheerfully comply with all orders that may be conveyed to me, and lastly, I bind myself, my heirs and successors, to observe inviolate for ever the whole of the several conditions herein specified, in the fulfilment and performance of which there shall be no falling off whatsoever. In witness whereof I have hereunto set my hand and seal this 12th day of April 1843.

(True translation.)

(Sd.) JOHN C. ERSKINE,
Sub-Commr., N.-W. F.

NO. CXLIII.

TRANSLATION of a SUNNUD granting THAKOORAEE TUROCH to THAKOOR RUNJEET SING, son of THAKOOR KURM SING, under the seal and signature of the HONORABLE JOHN ERSKINE, Sub-Commissioner and Superintendent of the N.-W. Frontier.

Dated 27th June 1843.

Whereas in terms of a letter from Mr. Secretary Hamilton, No. 2, dated 6th July 1843, and also of paragraphs 38 to 40 of a letter from the Honorable Court of Directors, No. 15, dated 31st August 1842, Thakooraee Turoch was granted to the above Thakoor, this Sunnud is now given to him under my seal and signature, conferring upon him in perpetuity the aforesaid Thakooraee, with all the rights and appurtenances belonging thereto. It behoves him to consider himself a dependent of the British Government, and not of any other power; to promote the welfare of the people; to improve

the cultivation of the lands; to look to the security of roads; to construct [illegible] begarees and armed retainers [illegible] annually by three instalments [illegible] h have hitherto been paid into [illegible] y instalments an annual sum of two hundred and fifty Rupees, on account of Sheam Sing, a former Thakoor of Turoch, and not to deviate from the terms of the agreement which is on record in this office regarding the settlement of Thakooraee Turoch and the protection and safety of the people.

It will be the duty of the ryots of the said Thakooraee to consider him and, after him, his descendants as their rightful lord, to pay their revenue punctually, to be obedient to him, and not to refuse to execute his reasonable orders.

No. CXLIV.

TRANSLATION of a SUNNUD granted to THAKOOR ROY MUNGREE DEO of KOONHIAR,— 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government· Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Roy Mungree Deo, conferring on him and his heirs for ever the Thakooraee of Koonhiar, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Thakoor Roy Mungree Deo will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Roy Mungree Deo fail in the performance of any of the above obligations (again enumerated) he will be dispossessed Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Thakoor Roy Mungree Deo as their rightful lord, to obey him accordingly, and pay the revenues regularly.

Detail.

Five begarees; roads, 12 feet; nuzzuranah remitted; to join with troops

No. CXLV.

TRANSLATION of a SUNNUD conferring the THAKOORAI of Sangri and the fort of KANGUL with the Pergunna of Cheekul upon RAJA BIKERMAJEET of KULLOO,—16th December 1815.

Whereas the Goorkhas have been completely expelled from the hill district, and all the places of this district have come into the possession of the British Government, and whereas the fort of Kangul with the Pergunnah of Cheekul and the Thakoorai of Sangri was during the time of the Goorkhas held by the Raja of Kulloo, therefore now, agreeably to the order of the Right Hon'ble Lord Moira, the Governor-General, to General Sir David Ochterlony, the Fort of Kangul with the Pergunnah of Cheekul and the Thakoorai of Sangri with all the rights and appurtenances belonging thereto is conferred upon Raja Bikermajeet of Kulloo. It behoves the said Raja to consider this Sunnud as a valid instrument, to hold possession of the fort of Kangul, the Pergunnah of Cheekul, and the Thakoorai of Sangri, to abstain himself from encroaching beyond his own old limits in the possession of others, to improve the condition of the people, to distribute justice to the aggrieved, to obey the officers of the Company Bahadur, and to execute their orders with promptitude and zeal. On the occasion of a war, the troops and begarees of the Raja of Kulloo should be in attendance for the purpose of performing the work of Government. He shall consider it incumbent upon him to construct roads in all directions of the said Talooka, Pergunnah and Thakoorai whenever he is required to do so by the officers of the Company.

It will be the duty of the ryots of the Pergunnah of Cheekul and the Thakoorai of Sangri to regard Raja Bikermajeet as their rightful lord, and leave nothing undone of their duty to him.

No. CXLVI.

TRANSLATION of a SUNNUD granting THAKOORAEE MANGUL to RANA BAHADOOR SING of MANGUL, under the seal and signature of CAPTAIN ROBERT ROSS, DEPUTY SUPERINTENDENT of SIRHIND and HILL STATES.

Dated 20th December 1815.

Whereas, on the expulsion of the Goorkhas from the hill country, all these districts have come into the possession of the British Government, Sunnud is granted to Rana Bahadoor Sing according to the orders of

. . . ' Lord Moira, received through
ıpon him Thakooraee Mangul.
the same manner as he did
the following terms, *viz.*:—

1st—He shall supply begarees for the constant service of Government throughout the year.

2nd—Nuzzuranah and Mamela should not be taken from him.

3rd—On the occasion of war he shall join the British Army with his retainers.

4th—He shall, on requisition, supply begarees from his Ilaqua for the construction of roads, and execute orders of the British authorities with zeal and alacrity

Dated 20th December 1815, corresponding with 6th Poos 1872 Sumbut.

No. CXLVII.

TRANSLATION of a SUNNUD granting THAKOORAEE DURKOTEE to RANA SUTES RAM under the seal and signature of CAPTAIN ROBERT ROSS,—1815.

Dated 10th Ughan 1872 Sumbut.

Whereas all the Ranas of the hill country and its neighbourhood are under the rule of the British Government, and also the Thakoor of Durkotee is subject thereto, Captain Ross directs that Rana Sutes Ram of Durkotee shall always be under the control of the British Government, and shall not place himself under the authority of any other power Other Ranas shall have no concern with Durkotee, and shall not dispute in any wise the right of the said Rana Sutes

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V.—TRANS-SUTLEJ STATES.

1. KAPURTHALA.

The Chief of Kapurthala at one time held possessions both in the cis and trans-Sutlej, and also in the Bari Doab. The scattered possessions in the Bari Doab were gained by the sword, and were the first acquisitions made by Sardar Jassa Singh, the founder of the family. In them lies the village of Ahlu, whence the family spring, and from which the style of Ahluwalia is derived. The trans-Sutlej Estates were also acquired by conquest, and from the chief city therein, Kapurthala, the family derives its general designation. Of the cis-Sutlej possessions some were conquered, and some were granted by Maharaja Ranjit Singh, prior to September 1808. The total value of the cis-Sutlej possessions was estimated at Rs. 5,65,000.

On the 1st January 1806 Sardar Fateh Singh of Kapurthala entered into a Treaty (see No. LII) with the East India Company, pledging himself to hold no friendship or connection with Holkar, while the British Government promised him a peaceful possession of his territory so long as he continued friendly.

The Sardar was present at the signing of the Treaty of Amritsar with Ranjit Singh on the 25th April 1809.

By article 4 of the declaration of 1809 (No. LXV) the Sardar of Kapurthala was pledged to furnish supplies to British troops when marching through his territory for purposes connected with the general welfare, and by article 5 of the same declaration he was bound to join the British army with his forces, should an enemy approach from any quarter for the purpose of conquering the country of the Chiefs of Malwa and Sirhind.

In December 1825 the Sardar, Fateh Singh, fled to the cis-Sutlej States for the protection of the British Government against the aggressions of Ranjit Singh, and protection was accorded. It was declared in 1828 that the Ahluwalia Chief was under British protection in respect to his ancestral possessions east of the Sutlej, but dependent on Lahore for places conferred by the Lahore Government prior to September 1808, *viz.*, Bassi, Naraingarh, and Jagraon. The protection of the British Government, however, extended over both.

Fateh Singh died in October 1837, and his son, Nihal Singh, was acknowledged by the British Government. Nihal Singh showed his goodwill to the British Government by collecting supplies for the British troops

on their way to Kabul, while some of his troops took part in the Kabul expedition of 1842, marching as far as Jalalabad

In the first Sikh war of 1845 the troops of Kapurthala fought against the British at Aliwal, and in consequence of these hostilities, and of the failure of the Sardar to furnish supplies from his cis-Sutlej Estates to the British army, his cis-Sutlej Estates were confiscated When the Jullundur Doab came under the dominion of the British Government in 1846, the trans-Sutlej possessions of the Ahluwalia Sardar were maintained in his independent possession, conditionally on his paying to the British Government a commutation in cash of the service engagements by which he had previously been bound to the Government of Lahore The value of the Jullunder Estates was estimated at Rs 5,77,763 The terms of the confirmation were in favour of the Sardar and the heirs of his body lawfully begotten, on condition of good conduct and good management; that no customs or duties of any kind be levied, and that he make and keep in repairs the high roads through his lands

The commutation for military service in the Jullundur Doab was fixed at Rs 1,38,000, but subsequently a reduction of Rs 7,000 was made from this on account of the Nurmahal jagir, which was included with the Kapurthala territory when first calculating the tribute due by the Raja, but which was afterwards declared to be distinct therefrom The Bari Doab Estates, estimated to yield Rs 25,270, but subsequently assessed at Rs 16,742, were released to Sardar Nihal Singh on a life tenure, and subject to British jurisdiction.

The punishment inflicted after the 1st Sikh war was not without its effect on Sardar Nihal Singh and he rendered satisfactory assistance to the British Government during the 2nd Sikh war, at the close of which campaign he was created a Raja in 1849 He died in September 1852, and was succeeded by his son, Randhir Singh, who was invested by the Commissioner of the trans-Sutlej States in April 1853 During the mutiny of 1857, and subsequently in Oudh in 1858, Raja Randhir Singh rendered service to the British Government In recognition of the services performed by him at that time in the Jullundur Doab, the Government of India, among other rewards, granted him a salute of 11 guns; remitted a year's tribute; and permanently reduced the tribute by Rs 25,000. The Raja, however, requested that the hereditary jagir in the Bari Doab, which had been resumed on the death of Raja Nihal Singh in 1852, though of less present value, might be restored to him in lieu of the remission of tribute This request was complied with in 1860, and the jagir

was released to the Raja in perpetuity, the civil and police jurisdiction remaining in the hands of the British authorities. The tribute payable by the Raja accordingly stands at its former amount, *viz.*, Rs. 1,31,000.

For his services in Oudh in 1858, where, at the head of his contingent, Randhir Singh took part in several engagements with the enemy, some valuable talukdari lands in that province were conferred upon him (No. CXLVIII).

(1) The Baundi and Bithauli Estates on the Ghagra, in the Bahraich and Barabanki districts, granted at a favourable assessment fixed in perpetuity. The revenue demand on these Estates is Rs. 59,950.

(2) The Akona and Dongapur Estates in the Bahraich district granted at ordinary rates and temporarily settled.

By a Sanad (No. CXLIX), dated the 5th March 1862, the Raja was guaranteed the right of adoption.

Raja Nihal Singh, shortly before his death in 1852, executed a will empowering his two younger sons, Bikrama Singh and Suchet Singh, to claim a partition of the fief. Dissensions arose among the brothers, and in 1853 Suchet Singh demanded and received his share, which he held independently of the Raja and as a Jagirdar of the British Government.

In 1859 Suchet Singh, having become reconciled to his brothers, desired that the arrangement ordered by his father's will might be set aside, and the lands restored to the Kapurthala State, to be held by him in subordination to the Raja. This request was sanctioned by the British Government, and the dismemberment of the State having thus been prevented by voluntary agreement between the brothers, the cancelment of the will and the restoration to the Raja of his territory on the same footing as it existed in former times were announced by Lord Canning at a Darbar held on the 31st January 1860, at which all the brothers were present. In 1866 dissensions again arose among the brothers, and Bikrama Singh and Suchet Singh claimed the execution of their father's will. It was decided, however, that Lord Canning's order should be upheld, that the Raja should exercise paramount authority over the whole of the Kapurthala State, and that the younger brothers should each receive Rs. 60,000 a year in *cash*, the net annual value of the property bequeathed to them.

In 1862 the title of Raja-i-Rajagan was conferred upon Randhir Singh as a hereditary distinction. In 1864 he was created a Knight Commander of the Star of India.

Raja Randhir Singh died on the 2nd April 1870, whilst on a voyage to England, and was succeeded by his eldest son, Kharak Singh, then twenty-one years of age In a few years this prince showed signs of insanity, and in 1874 became incapable of conducting the administration, which was then entrusted to a council composed of the Wazir and the Diwan of the State and an officer in the service of the British Government. This arrangement failed to work satisfactorily, and it was found necessary in 1875 to appoint a British officer as Superintendent of the State, under the general control of the Commissioner of the Jullundur Division Kharak Singh died in 1877, and his only son, Raja Jagatjit Singh, then five years old, was installed as his successor During the Raja's minority the State continued under the administration of the British Superintendent, but on his coming of age he was invested with full powers of government on the 24th November 1890

In 1878-79 the State furnished a contingent of 500 infantry, 100 cavalry and 3 guns which served during the campaign of that year in Afghanistan.

In 1883 an Act of the Legislature, No X of that year, was passed to confirm and give effect to an award made by the Viceroy and Governor-General regarding certain matters in dispute between the Kapurthala State and Sardar Bikrama Singh, touching a grant of land in Oudh received by the Sardar from the British Government in recognition of his services.

Raja Jagatjit Singh, on attaining his majority, was invested with full powers on the 24th November 1890 He was created a Knight Commander of the Star of India on the 22nd June 1897

A contingent of Imperial Service troops was supplied for the Tirah campaign of 1897 In 1899 the Raja entered into an Agreement (see No LXXXVI) for the control and discipline of his Imperial Service troops when serving beyond the frontier of the State, and in 1900 Kapurthala joined the other Punjab Native States supplying Imperial Service Troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another

The State is under the political control of the Commissioner of Jullundur.

The area of the Punjab possessions of the Raja of Kapurthala is 630 square miles, that of the Oudh Estates 725 square miles The population in the Estates in Oudh, and in the territories in the Punjab, respectively, are estimated (1901) at 327,373 and 314,351 The revenue from the Punjab possessions is about 11 lakhs of rupees, while the Oudh estates yield a gross revenue of about 9 lakhs.

The military force, in addition to 600 Imperial Service infantry, consists (1905) of 21 artillery men, 8 serviceable and 9 unserviceable guns, 87 cavalry, 248 infantry, and 60 armed police.

The State is liable to the operation of the nazarana rules.

The Chief receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

2. MANDI.

This ancient Hindu Rajput principality came into the possession of the British Government by the Lahore treaty of the 9th March 1846. The State, with full administrative powers within the same, was conceded (No. CL) to Raja Balbir Sen, who had tendered his allegiance to the British Government at Bilaspur on the 21st February 1846, his heirs, and those of his brothers, according to seniority, on condition of their abiding by the terms entered in the sanad. The Government also reserved liberty to remove from the gadi any one who might prove incapable or might be of worthless character, and to appoint such other heir entitled to succeed as might be competent to administer the State.

On the death of Raja Balbir Sen in 1851 a council of regency was appointed to conduct the administration during the minority of his son, Bijai Sen, who was then four years old.

In 1864 the Government of India gave their formal approval to the enjoyment by the Raja of a salute of 11 guns.

Raja Bijai Sen was entrusted with the administration of the State in 1866, but its affairs soon fell into such disorder that it was found necessary to address a severe warning to the Raja and to appoint a British officer as councillor. Under his advice reforms were carried out and the administration having been put on a satisfactory footing, he was withdrawn in 1873.

In consequence of the loss of revenue produced by the introduction into British territory of untaxed salt from the Mandi mines, an arrangement was made with the Raja in 1870, by which the price of salt at the Mandi mines was doubled, and the increase made over to the British Government as compensation for the loss of revenue. A customs establishment for registering the sale and destination of the salt was stationed at the mines. This arrangement was modified in 1875, and the establishment withdrawn, the Raja agreeing to pay an annual sum of Rs. 50,000, to keep up an efficient registering establishment, and not to lower the existing price of Mandi salt without the consent of the British Government. These arrange-

ments have been modified more than once at the instance of the Raja, but at the close of the year 1883-84 the procedure was this: The salt was sold at the mines at a fixed price of 10 annas per maund, and a duty of similar amount was levied upon it. The whole of the price and one-third of the duty were received by the Raja, while two-thirds of the duty were credited to the British Government From the commencement of the year 1884, a further modification in the system was introduced By the existing arrangement, which is intended to be permanent, the duty has been reduced to 6 annas per maund, and for the future this duty is to vary as the duty on salt in British India may vary, in the proportion of 1 to 5; that is, whenever the duty in British India is raised or lowered by 2½ annas, that on Mandi salt will rise or fall by ½ an anna, it being also a condition that the price, 10 annas per maund, is not to be reduced without the previous sanction of the British Government

The right of adoption was conferred on the Raja in 1862 by a Sanad (No CIV).

On the 1st of January 1885 the Raja leased to the British Government the right to collect drift and waif timber on the river Beas in Mandi territory for a period of five years on a payment of Rs [illegible] a year. The lease was renewed in [illegible] and [illegible], and again in [illegible] with slight modifications for periods of five years The latter lease runs from the 1st September 1901

In [illegible] the Raja asked for the assistance of a British officer, and a member of the Indian Civil Service was deputed temporarily to the State. In 1902 it was decided to create the Raja a Knight Commander of the Star of India but he died on the [illegible] December 1902 before the honour was actually conferred on him. Bijai Sen left no legitimate issue, but his illegitimate son, Kanwar Bhawani Sen, who was born in [illegible], was allowed to succeed with the title of Raja Bhawani Sen. Bhawani Sen was educated at the Aitchison College. He was installed on the [illegible] October [illegible], and for two years after his accession was assisted by an European Superintendent from the Indian Civil Service. The latter was withdrawn in October [illegible] when full powers were conferred on the Raja.

A telegraph line has been constructed between Palampur in the Kangra District and the Raja's capital.

The State is under the political control of the Commissioner of Jullundur, and the Assistant Commissioner of [illegible] acts as Political Assistant for the State.

The area of Mandi is [illegible] square miles. The population, according to

the census of 1901, is 174,045; and its revenue Rs. 4,30,000. The State pays a tribute of Rs. 1,00,000.

The Raja has (1905) a military force of 20 cavalry, 137 infantry, and 15 artillery men with 2 serviceable and 6 unserviceable guns.

The Sate is liable to the operation of the *nazarana* rules.

The Chief receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

3. CHAMBA.

This is an ancient Hindu Rajput principality, which came into the possession of the British Government in 1846, and part of which was made over to Maharaja Gulab Singh of Kashmir.

By an agreement with the Maharaja of Kashmir in 1847, Chamba came again entirely under the British Government, and a Sanad (No. CLI) was given to the Raja, Sri Singh, assigning the Chamba territory to him and to his male heirs who are entitled to inherit according to the Shastras, and, on failure of direct issue, to the heirs of the brothers according to seniority. If under any of the Rajas misgovernment should exist, the Government may depose that Raja, and place on the gadi any other of the family.

In 1854 the sanitarium of Dalhousie, in the Chamba territory, was made over to Government by the Raja, the stipulation being that Rs. 2,000 should be remitted from the yearly tribute, which then stood at Rs. 10,000 until 1867. In that year a further remission of Rs. 5,000 a year was made in compensation for lands taken up for military purposes. The present tribute is Rs. 3,800 a year.

A Sanad (No. CIV) was given to the Raja in 1862, conferring on him the right of adoption. In 1864 the Raja of Chamba leased (No. CLII) all the forests in his territories to the British Government. In 1872 the above agreement was revised (No. CLIII), with a view to the better conservancy of the forests in Chamba. The lease of 1864 expired in 1884, and was then renewed for a further period of 20 years. On the 18th September 1905 it was again renewed, with some modifications in clauses 7 and 9, for another period of 20 years, with effect from the 1st May 1904 (No. CLIV).

In 1862, at the request of the Raja, who had become deeply involved in debt, a British officer was appointed Superintendent with the most beneficiall results to the State, the revenue having risen in eight years fron Rs. 1,20,000 to Rs. 1,73,000.

Raja Sri Singh died, without issue, in October 1870; and as by the terms of the sanad the succession, in default of legitimate heirs, devolved upon the eldest of the surviving brothers, Gopal Singh, half-brother of Raja Sri Singh, was recognised as Chief of Chamba, to the exclusion of his younger brother Suchet Singh, who claimed the Chiefship on the ground of his being the full brother of the late Raja.

In April 1873 Gopal Singh, finding himself incapable of governing the country, abdicated in favour of his son, Sham Singh, then a boy of eight years of age Suchet Singh renewed his claims to the Chiefship, but they were again rejected. Gopal Singh died in 1895

The administration of Chamba was carried on during the young Raja's minority by a British officer in concert with officials of the State. Sham Singh attained the age of 18 years in 1884, and was invested with full powers in October of that year, on condition of his appointing a suitable Wazir and conforming to the advice of the Superintendent. The Superintendent was withdrawn in 1885.

In 1903 Raja Sham Singh, who had no issue, abdicated, and he died two years later His brother Mian Bhure Singh, who had conducted the administration of the State on behalf of his brother for some time previously, and had been made a Companion of the Indian Empire in 1901, was installed as Raja on 12th May 1904. He was made a Knight Commander of the Star of India on 1st January 1906.

A Postal Convention (see No. LXXVI), similar to that with Patiala, was concluded in 1886 between the British Government and the Chamba State, under which an exchange of postal communication has been established between British territory and Chamba Certain improvements in the arrangements were introduced by a revised Postal Convention (No. CLV), which was approved by the Government of India in October 1896.

The State is under the political control of the Commissioner of Lahore.

The area of Chamba is 3,216 square miles; the population by the census of 1901, 127,834; the revenue is now about Rs 3,50,000, exclusive of income from leased forest, which varies from year to year.

The military force consists (1905) of 33 cavalry, 270 infantry, 16 artillery men with 4 serviceable and 3 unserviceable guns, and 100 armed police.

The State is liable to the operation of the nazarana rules.

The Raja receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

4. SUKET.

This ancient Hindu Rajput principality also came into the possession of the British Government by the treaty of Lahore. In 1846 the State, with full administrative powers, was conceded to the Raja, Ugar Sen, in a Sanad (No. CLVI), embodying conditions similar to those in the sanad granted to the Chief of Mandi, Ugar Sen having tendered his allegiance to the British Government at Bilaspur on the 21st February 1846.

The right of adoption was conferred on the Raja in 1862 by Sanad (No. CIV).

Raja Ugar Sen died in 1875, and was succeeded by his son, Rudar Sen. After a rule of some three years' duration, Raja Rudar Sen was deposed in April 1878, his incapacity to govern being proved. His eldest son, Ari Mardan Sen, whom the Government of India had proposed to recognise as his successor, if found fit on attaining majority, died in November 1878, before reaching the age of 18 years; the second son, Dusht Nikandan Sen, who was born on the 18th February 1865, was accordingly allowed to succeed, and was installed as Raja on the 29th March 1879. The ex-Raja Rudar Sen died in November 1886.

The government of the State was carried on by a council of regency, assisted by a Government official as manager, until Raja Dusht Nikandan Sen attained his majority. On the 1st May 1884 full ruling powers were committed to him.

The administration of Raja Dusht Nikandan Sen was so unsatisfactory as to give rise to numerous complaints and to call for the interference of the Punjab Government. The Raja was in 1892 given a year's trial to enable him to retrieve his position as a ruler, and at his own request an Assistant Commissioner was deputed to act as his counsellor and adviser during that period. The services of the Assistant Commissioner were retained till May 1893, and subsequently the Raja's control was restored, subject to the condition that the appointment of a Wazir should not be made without the consent of the Commissioner. The State was for a time under the immediate political charge of the Assistant Commissioner, Kulu, acting as Political Assistant to the Commissioner of Jullundur, and in 1902 this arrangement was restored, the condition regarding the appointment of Wazir being at the same time withdrawn.

The State is under the political control of the Commissioner of Jullundur, and pays a tribute of Rs. 11,000.

The area of Suket is 420 square miles, with a population, by the census of 1901, of about 54,676 The revenue amounts to about Rs 1,23,000

The Raja keeps up (1905) a force of 26 cavalry, 63 infantry, and 5 artillery men with 1 unserviceable and 2 serviceable guns

The State is liable to the operation of the nazarana rules.

The Chief receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867

5. TRANS-SUTLEJ JAGIRDARS WITH ADOPTION SANADS.

Sanads (No CLVII) granting the right of adoption were given to Sardar Shamsher Singh, Sandhanwalia, and Raja Tej Singh These, however, were ordinary jagirdars, having ordinary magisterial and revenue powers within their estates, but no powers of government Raja Tej Singh died in December 1862, and was succeeded by his adopted son, Raja Harbans Singh, and on the death of the latter in 1900, the jagir fell to his son, Raja Kirthi Singh Sardar Shamsher Singh, who also died in 1871, was succeeded by his adopted son, Sardar Bakhshish Singh

In 1900 an Act (No IV Punjab of 1900) applicable to the whole Punjab was passed with the object of preventing the breaking up of jagirs and encouraging the custom of primogeniture In pursuance of this policy it was decided in 1901 that, in the case of perpetual jagirs subject to the rule of primogeniture, it should be open to Government, where the history and circumstance of the jagirdar justified this course, to confer a permanent right of adoption in reference to the succession to such jagirs. Forms of Sanads (No CLVIII) have been approved for such cases and the privilege has been conferred on the following jagirdars:—

Raja Jai Chand, of Lambagraon, Kangra district
Nawab Ibrahim Ali Khan, of Kunjpura, Karnal district.
Raja Narindar Chand, of Nadaun, Kangra district.
Malik Muhammad Amin Khan, of Shamsabad, Attock district.
Sardar Gulzar Singh, Kalianwala, of Kala, Amritsar district
Sardar Jiwan Singh Sahib, C S I., of Shahzadpur, Ambala district.
Sardar Bahadur Harnam Singh, of Kharar, Ambala district

No. CXLVIII.

TRANSLATION of a SUNNUD granting the ESTATES of BOUNDEE and BITHOWLEE to RAJAH RUNDHEER SING BAHADOOR of KUPPOORTHULLA.

Dated 15th April 1859.

Whereas it appears from the report of the Chief Commissioner of Oudh that during the disturbances Rajah Rundheer Sing Bahadoor Ahloowalla, from loyalty to the British Government, came in person to Lucknow at the head of his troops and rendered valuable service : as a mark of satisfaction, I hereby confer upon Rajah Rundheer Sing Bahadoor the zemindaree of Boundee and Bithowlee at half revenue in istumraree tenure, on the condition that in time of difficulty and danger the Rajah shall render military and political service. It is understood that this grant confers on the Rajah only the rights enjoyed by the former proprietors of the above zemindaree, and nothing more.

A khillut of the value of Rupees 10,000 (ten thousand Rupees) is bestowed upon the Rajah.

No. CXLIX.

TO FURZUND DILBUND RASEKOOL ITEHQAD RAJAH RAJEGAN RAJAH RUNDHEER SING BAHADOOR, of KUPPOORTHULLA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor, according to Hindoo Law and to the customs of your race, will be recognized and confirmed.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

5th March 1862.

No. CL.

TRANSLATION OF A SUNNUD from the GOVERNOR-GENERAL, granting the STATE of MUNDEE to RAJAH BULBEER SEIN of MUNDEE.

Dated 24th October 1846.

Whereas by the Treaty concluded between the British and Sikh Governments, on 9th March 1846, the hill country has come into the possession of the Honorable Company, and whereas Rajah Bulbeer Sein, Chief of Mundee, the highly dignified, evinced his sincere attachment and devotion to the British Government, the State of Mundee, comprised within the same boundaries as at the commencement of the British occupation, together with full administrative powers within the same, is now granted by the British Government to him and the heirs male of his body by his Ranee, from generation to generation On failure of such heirs, any other male heir who may be proved to the British Government to be next of kin to the Rajah, shall obtain the above State with administrative powers

Be it known to the Rajah, that the British Government shall be at liberty to remove any one from the Guddee of Mundee who may prove to be of worthless character and incapable of properly conducting the administration of his State, and to appoint such other nearest heir of the Rajah to succeed him as may be capable of the administration of the State and entitled to succeed The Rajah or any one as above described, who may succeed him, shall abide by the following terms entered in this Sunnud, *viz* —

1st —The Rajah shall pay annually into the treasury of Simla and Subathoo, one lakh of Company's Rupees as nuzzuranah by two instalments, the first instalment on the 1st of June, corresponding with Jeth, and the second instalment on the 1st November, corresponding with Kartick.

2nd —He shall not levy tolls and duties on goods imported and exported, but shall consider it incumbent on him to protect bankers and traders within his State.

3rd.—He shall construct roads within his territory not less than 12 feet in width, and keep them in repair

4th —He shall pull down and level the Forts of Kumlagurh,* Anundpore, etc., and never attempt to rebuild them.

5th.—On the breaking out of disturbances, he shall, together with his troops and hill-porters, whenever required, join the British army, and be ready to execute whatever orders may be issued to him by the British authorities and supply provisions according to his means.

* [illegible]

six light guns for salutes were to be kept in the fort

6th.—He shall refer to the British Courts whatever dispute may arise between him and any other Chief.

7th.—In regard to the duties on the iron and salt mines, etc., situated in the territory of Mundee, rules shall be laid down after consultation with the Superintendent of the Hill States, and those rules shall not be departed from.

8th.—The Rajah shall not alienate any portion of the lands of the said territory without the knowledge and consent of the British Government, nor transfer it by way of mortgage.

9th.—He shall so put a stop to the practices of slave-dealing, suttee, female infanticide, and the burning or drowning of lepers, which are opposed to British laws, that no one shall venture in future to revive them.

It behoves the Rajah not to encroach beyond the boundaries of his State on the territory of any other Chief, but to abide by the terms of this Sunnud and adopt such measures as may tend to the welfare of his people, the prosperity of his country, and the improvement of the soil, and ensure the administration of even-handed justice to the aggrieved, the restoration to the people of their just rights, and the security of the roads. He shall not subject his people to extortion, but keep them always contented. The subjects of the State of Mundee shall regard the Rajah and his successors as above described to be the sole proprietor of that territory, and never refuse to pay him the revenue due by them, but remain obedient to him, and act up to his just orders.

No. CLI.

TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL, granting the Territory of CHUMBA to RAJAH SREE SING, dated 6th April 1848.

Whereas all the northern and eastern hill territory, between the Rivers Sutlej and Sindh, formerly attached to the territory of the Punjab, has been transferred to the British Government by the Treaty of the 9th March 1846, concluded between the Honorable Company and the Government of Lahore, the country of Chumba, which at the time the above Treaty was concluded was in the possession of the Rajah of the place, is hereby conferred in perpetuity upon him and his heirs male, who, according to the shastres, may be deemed his rightful successors. In the event of the Rajah leaving no male heirs, his next brother, who may be the eldest of the surviving brothers, will succeed him. The Rajahs of Chumba will retain full administrative powers within the limits of their own country, on the following conditions, *viz.*:—

1st.—The Rajah shall pay every year into the treasury of Kangra an annual sum of twelve thousand Rupees by two instalments: the first instalment to be paid in the month of Cheit; the second in the month of Magh.

2nd—The Rajah shall at once abolish in his country the suttee rites, female infanticide, the slave trade, and the practice of multilation.

3rd.—The Rajah shall protect merchants and travellers, and abolish sayer duties, etc, in his territory

4th—The Rajah shall cause roads 12 feet wide to be constructed through his country, and shall keep them in good repair.

5th—On the occasion of war, the Rajah shall join the British army, furnish provisions and supply soldiers on a monthly pay of five Rupees each, and bearers to carry baggage on a salary of four Rupees each per mensem. Should any of the Rajahs of Chumba mismanage the affairs of the country, the British Government will remove him and appoint in his place another of the family It is not the object of the British Government to take the country into its hands the only thing which it has in view is that from the good management of the territory and the impartial administration of justice, the people should continue to enjoy peace and happiness

6th—If a dispute of any kind arise between the Rajah of Chumba and any other Chief, the case shall be laid before the British Government, and the Rajah shall abide by the decision which the Government shall pass thereon Without the consent of the British Government, the Rajah shall enter into no negotiations with any other Chief, but shall confine himself to his own country, and exert himself to the utmost to promote the welfare and happiness of his people, to increase the cultivation of the territory, and to administer justice to all

No. CLII.

Agreement for the Lease of the Chumba Forests,—1864

The Rajah of Chumba finding great difficulty in arranging for the preservation of the forests in his territory has requested the aid of the British Government and has agreed to give to the British officer whom the Government may appoint for this purpose the sole control of the forests in the territory of Chumba. To give effect, therefore, to the wishes of the Rajah, the following arrangements are agreed to by the Rajah of Chumba on the one hand and by and on behalf of the British Government on the other hand.—

Article 1.

The sole control of all forests in the territory of Chumba is vested in the British Government, who shall appoint an officer to be Conservator of the same.

Article 2.

The British Government shall be at liberty to place under strict conservancy management such forest tracts as it shall from time to time select and to lay down such general rules as it thinks proper for the control of all forests

ARTICLE 3.

Such exemption from these rules shall be granted, or such other arrangements shall be made as shall be necessary to prevent interference with any acknowledged or established rights of the inhabitants of Chumba to cut wood for their own use.

ARTICLE 4.

No contractor or other person shall be allowed to cut timber in any of the forests within the Rajah's territories, except with the express permission of the Conservator, and on the rates and under the conditions fixed by him.

ARTICLE 5.

For every Deodar (Kelu) tree felled on the Chenab, and its tributaries, and within the Chumba territory by authority of the Conservator, the British Government shall pay to the Rajah of Chumba four (4) Rupees, and on the Ravee and its tributaries for each Deodar (Kelu) five (5) Rupees, and for other trees as follows:—

Akhrot, Walnut, three (3) Rupees per tree.

Boorj, Birch, one Rupee eight annas (1-8) per tree.

Susoon, Ash, and all other descriptions, including inferior sorts of pine, two (2) Rupees.

The above rates shall be understood to refer to trees above six (6) feet in girth, measured at man's height from the ground; for trees of a smaller size half rates shall be paid.

Out of this sum one (1) Rupee per tree is to be set aside for conservancy purposes, of which the following is to be considered a detail:—

1.—Planting trees, fencing in young plantations, and arboriculture generally.

2.—For local daks.

The expenditure for such conservancy to be entirely under the control of the Conservator, and that of the daks under the Rajah's agency.

3.—The balance from this fund after paying expenses as above to be divided evenly between the Forest Department and the Rajah, and to be expended at the discretion of each on the construction and improvement of roads and communication generally.

4.—That for each of the two official years, namely, 1864-65 and 1865-66, the Rajah will receive from the Conservator of Forests the sum of Rupees one thousand (1,000) in lieu of all his claims to waif timbers on the Ravee within his territories, and that after that period and during the currency of this lease he will receive five hundred (Rupees 500) per annum on this account, all such timber becoming from date of said lease the property of the British Government.

ARTICLE 6.

The accounts shall be made up half-yearly to 30th April and 31st of October, and shall be rendered to the Rajah, and the payments made at the above-mentioned rates half-yearly in the months of May and November.

ARTICLE 7.

[illegible] in accordance [illegible] be in force for [illegible] and for the preservation of the same shall maintain such establishments as it shall consider suitable in each case The British Government will defray all the expenses of these establishments connected with the conservancy of forests except as provided for in paragraph 5, Clauses 2 and 3.

ARTICLE 8

The British Government, or the contractors employed by it, will defray all expenses of felling and transporting the timber, and they shall be at liberty to dispose of it by sale or otherwise at their pleasure, subject to no other claim from the Rajah than the payments referred to in paragraph 5 of the [illegible] ner or cus- [illegible] "Dulalee," [illegible]

ARTICLE 9.

All timber passing down the Rivers Chenab and Ravee across the boundary of the Chumba territory, unless covered by a pass from the Conservator and duly marked in the manner described in the pass, shall be presumed to be the property of the British Government, and may be taken possession of as such by the Conservator or his Agents, and the onus of proving the timber to belong to any other person shall rest upon such person.

ARTICLE 10.

The Conservator shall be authorized to exercise within the Chumba territory the powers of a Subordinate Magistrate of the 1st Class, as described in Act XXV of 1861, for the trial of offences against property, and relating to property marks, mischief, assaults, and contravention of such forest rules as may from time to time be in force in the territories under the Government of the Punjab

ARTICLE 11.

The Rajah engages to render every aid required by the Conservator in the exercise of the above powers for apprehending offenders or supposed offenders and for enforcing the penalties awarded by him

ARTICLE 12.

This agreement shall continue in force for a period of twenty (20) years from the 1st of May 1864, but on the expiry of that term shall be renewable at the pleasure of the British Government for a further period of (20) twenty years, and shall then be again renewable in like manner until the term of ninety-nine (99) years from the original date (1st May 1864) shall have expired. At the expiry of that period it shall be at the option of the Rajah to renounce the agreement or enter into a fresh one.

Provided that any revision or modification of the rates and mode of payment described in Clauses 5, 6, and 13 that shall be agreed to by both contracting parties may take place at any time without affecting the continuance of the agreement or any of its provisions.

ARTICLE 13.

In order to secure to the Rajah a fixed moderate income from his forests, the British Government agree that a minimum payment of Rupees twenty thousand (20,000) per annum be fixed, and that in the event of its not cutting wood to that amount in any year, the Rajah will still receive from the said Government this sum as rent, and in event of the value of annual cutting being in excess of twenty thousand (Rupees 20,000) the British Government agree to pay amount at the rates fixed and as in this lease.

Executed this the tenth (10th) day of September 1864 (eighteen hundred and sixty-four), 27th Badon 1821, at Dalhousie, in presence of the undersigned.

(Sd.) C. V. JENKINS, *Asst. Commr.*,
Offg. Supdt. of Chumba State.

Signature of Rajah fixed in my presence.

(Sd.) EDWARD PRINSEP, *Settlement Commr.*

(Sd.) GEORGE MCANDREW, *Major*,
Depy. Inspr.-Genl. of Police.

Certified that the word additional, and as noted in the terms of this lease and in paragraph 13, having been erroneously entered in this and 13th paragraph of this lease, is hereby erased by me and altered as above, and in compliance with docket memo. No. 3761, Public Works Department, dated 19th November 1864, Lahore.

(Sd.) C. V. JENKINS, *Asst. Commr.*,
Offg. Supdt. of Chumba.

CHUMBA,
Noveembr 22nd, 1864.

No CLIII.

REVISED AGREEMENT for the lease of the CHAMBA FORESTS,—1872.

Whereas, by the terms of an agreement bearing date at Dalhousie the tenth day of September 1864, His Highness the Raja of Chamba, having requested the aid of the British Government in the management of his forests, has, for that purpose, leased the said forests to the British Government, and whereas certain additions to, and alterations in, the said agreement having been from time to time consented to by the parties thereto: it is advisable now to embody the said additions and alterations in a new form of agreement, and also, at the same time, to make more definite provision by the terms of such agreement for the proper conservancy of the forests aforesaid

The following articles have been agreed upon between His Highness the Raja of Chamba, of the one part, and Major-General Reynell George Taylor, C B., C S I, Commissioner, at present, for the Amritsar Division of the Punjab, on behalf of the British Government, of the other part —

1. From and after the date of the execution of this present agreement, the former agreement bearing date at Dalhousie the 10th day of September 1864, shall cease to be of force, and shall be deemed to be cancelled and superseded by this present agreement.

2. The term "Forest," as used in these articles, shall mean and include—

(*a*) Those tracts of country covered with trees, or from which the trees have been felled, which, for seven years past and upwards, have paid no revenue as cultivated land to the Chamba State

(*b*) Such other tracts of land, cultivated, or uncultivated, covered with trees or barren, as the Raja of Chamba may from time to time consent to give up for the purpose of consolidating or extending the area of any existing forest, or of forming new plantations or forests

3 With the exception of the forests enumerated in Article 6, all
amba shall be
·t forth in the
shall vest in

Provided that the said rules shall be in force for three years from date of this agreement, at the end of which time the British Government may call for a report thereon and decide whether they shall continue as they are or be in any respect added to, modified, or amended.

4. The Raja of Chamba agrees to the grant to the British Government, during the currency of this agreement, all his rights in unclaimed, waif and wind-fall timber on the rivers "Chenab" and "Ravi" and their several

tributaries, and in all other parts of his territories; and further to grant to the said Government the entire control of rivers and streams coming from and passing through the forests in so far as concerns the floating, management, or collection of timber in transit to the timber depôts.

5. The British Government may invest all or any of the officers in whom, under the said rules, the control of any forest, or of timber-floating operations, is vested with all or any of the powers of a Magistrate as described in the Code of Criminal Procedure in force in British India, to be exercised within the Chamba territory, for the purpose of trying and punishing offences against the rules aforesaid.

And the Raja of Chamba engages to render every aid required by the officer or officers authorized to exercise such powers for bringing to justice all persons charged with offences against the rules, and for enforcing the judgment awarded against them.

6. The following forests, groves, and trees shall be excluded from the operation of Article 3, that is to say—

(1) The forests known as "Jamwar and Kajjia," as demarcated and defined according to the terms of a letter from the Superintendent of the Chamba State to the Secretary to the Government of the Punjab in the Department of Public Works, No. 22, dated July 5th, 1869.

(2) Two hundred trees (200) of "Kelu" (*Cedrus deodara*) around the temple at Kilar; 20 of the same kind at Baira; 15 at Kothair, 60 at Bassu, 60 at Pieura of the same kind; at Chanota also 60 of the same kind.

Provided always, as regards trees mentioned in the preceding clause, that they shall not be felled, but that such trees as fall by natural causes shall be at the disposal of the managers of the shrine or temple for which they are set apart for the purposes of repairing the same.

Provided also that such excepted trees may, where necessary, be marked or the area in which they stand demarcated.

(3) All trees growing on village or other lands under cultivation, not being forest lands within the meaning of Article 2.

(4) Certain groves in the vicinity of the town of Chamba, *viz.*, a grove of *Chil* trees between the River Ravi and Sao; and a grove of *Shisham* trees, about two miles from Chamba, between the River Ravi and the new road to Dalhousie.

(5) All trees growing within 200 feet on either side of the public roads hereinafter enumerated, or in the vicinity of any spring or well.

Provided that, when such road or spring or well passes through, or is situated within a forest which is reserved under the rules hereto annexed, this clause shall not be held to affect such forest, but it shall remain in all respects as a "reserved forest" under the rules,—the British Government on their part engaging not to fell trees in such forest within 200 feet of such public road, or in the vicinity of such spring or well, without the previous consent of the Superintendent of the Chamba State.

The public roads are as follows:—

1. Chamba to Pangi.
2. Chamba to Dalhousie *viâ* Chil
3. Chamba to Barmour and Jurma, in British Lahoul.
4. Kilar, in Pangi, to Padar, in Kashmir territory.
5. Kilar, in Pangi, to Jurma, in British Lahoul
6. Chamba to Nurpur
7. Chamba to Dharmsala
8. Chamba to Badrwar, in Kashmir territory.
9. Dalhousie to Dharmsala and Nurpur.
10. Chamba to Madhopur, at the head of the Bari Doab Canal
11. Chamba to Dalhousie, *viâ* the Kujjiar Forest.
12. Chamba to Dalhousie, by the new level road
13. Chamba to Jumwar
14. Chamba to Sao
15. Dalhousie to Danera through the Chamba territory
16. Chamba to Shahpur, on the Ravi

7. In consideration of the rights and privileges conveyed to the British Government by the preceding articles, the British Government agree to pay to His Highness the Raja of Chamba seigniorage for every tree felled for the use of the British Government at the following rates.—

Kelu (*Cedrus deodara*), if felled on the Chenab and its tributaries	Rs	4	0	0
Kelu (*Cedrus deodara*), if felled on the Ravi or its tributaries	"	5	0	0
Akrot (Walnut)	"	3	0	0
Burj (Birch)	"	1	8	0
Sunnoon (Ash)	"	2	0	0
All other trees (including all conifers except Kelu)	"	2	0	0

Provided always that, if the number of trees felled by the British Government in any one year is not sufficient to make the seigniorage thereon amount to the sum of twenty thousand rupees, the seigniorage payable in such year to the Raja shall be twenty thousand rupees and not less.

And, in consideration of the right to waif and windfall conveyed by Article 4, the British Government further agree to pay to the Raja the sum of one thousand rupees annually.

8. One-fourth part of all sums paid to the Raja in respect of trees felled under Article 7 shall be set aside and devoted to the following special purposes, that is to say:—

Twenty rupees per centum of the said fourth part shall be for the Raja [illegible] centum [illegible] nd upon [illegible] the said

fourth part shall be returned to the British Government to be expended on the planting, restoration and conservancy of forests.

9. The accounts shall be made up half-yearly to the 31st of March and the 30th of September, and shall be rendered to His Highness the Raja of Chamba, and the payments agreed upon in Article 7 shall be made half-yearly in the months of April and October, on or before the 5th day of the month.

10. No fees or other payments except those agreed upon in Article 7 shall be demanded or be payable by the British Government or its servants on account of any forest produce. Provided that nothing in this clause shall be held to prevent the levy of tolls at bridges and ferries, or roads, lawfully payable to the Chamba State.

11. Except as provided by Article 8, the whole cost of conserving the forests which are "reserved" under the rules, together with all costs of felling and transporting timber for the use of the British Government and of maintaining the necessary establishments in such forests, shall be borne by the British Government.

12. This agreement shall continue in force for a term of 20 years, commencing from the first day of May 1864.

On the expiry of this term, it shall be renewable at the pleasure of the British Government for a further term of 20 years, on expiry whereof it shall be again renewable in a like manner until the term of 99 years, counting from the first day of May 1864, shall have expired.

At the expiry of such term it shall be at the option of the Raja of Chamba to renew this agreement or enter into a fresh one.

Provided always that any revision or modification of the rates and mode of payment described in Articles 7, 8, 9 that may be agreed to by both parties may be made at any time without affecting the continuance of this agreement or any of its provisions.

Executed this eighth day of July 1872 at Chamba.

In the presence of
J. MONTGOMERY,
Assistant Commissioner.

(Sd.) REYNELL G TAYLOR,
Commr. and Supdt., Amritsar Division,
on behalf of the British Government.

In the presence of
GEORGE MCANDREW, *Colonel,*
Political Superintendent of Chamba.

GOPAL SING,
Raja of Chamba,
&c., &c.

SCHEDULE I.

RULES FOR CHAMBA FORESTS.

CHAPTER I.

Of the Division of Forest Land into Reserved and Unreserved.

1 *Classification of Forests* —There will be two classes of forests, to be called reserved and unreserved The Conservator of Forests or such other officer as he may authorise in that behalf may from time to time, but subject always to the exceptions agreed to by the terms of the lease, declare that any forests shall be " reserved "

2 *Selection and demarcation of reserved forests.*—The Conservator of Forests, or other officer as aforesaid, may indicate by posts or other temporary marks the boundaries which, after local enquiry in concert with an official of the Chamba State deputed for the purpose, are in his opinion the true limits of the tract to be reserved But it shall rest with the Superintendent of the Chamba State, in concert with the Conservator of Forests, to determine finally the boundaries of such tracts

3 *Procedure after final demarcation* —When the boundaries have been finally determined as aforesaid, the Forest Officer shall, if the tract is not already defined by natural boundaries, demarcate the same by conspicuous boundary marks according to the final decision aforesaid

Record of boundaries —A record of the boundaries shall be then prepared, accompanied by such maps as may be necessary The record shall be signed by the Conservator of Forests, and an attested copy of it shall be sent for deposit to the Superintendent of the Chamba State

4 *After final demarcation public notice to be given* —Wherever any forest is reserved and finally demarcated under this rule, due notice shall be publicly given in the vicinity of such forest, and the inhabitants be warned against trespass or other infringement of the forest rules

5 *Procedure in including waste or cultivated land for plantations, &c* —If in any case it is desired to include in a reserved forest area any waste or cultivated land which is not forest within the meaning of Article 2 of the agreement, or to take up a plot of such land for the purpose of plantation, such plot shall only be included or taken up with the consent of the Superintendent of the Chamba State, and after payment of such compensation, if any, as he may award After declaration of such consent and the determination of compensation, if any, the plot may be included in the area of a reserved forest or demarcated as a separately reserved forest, as the case may be

6 *Control of reserved forests* —Reserved forests shall be under the exclusive control of the officer appointed by the British Government to be

7. *General rights to produce in reserved forests.*—Except where otherwise expressly provided, the British Government shall have the exclusive right to the produce of such forests.

8. *Management of unreserved forests.*—All other forests to which these rules apply are called "unreserved" forests. They will be under the management of the Superintendent of the Chamba State.

9. *Right to produce in unreserved forests.*—Subject to the protective provision hereinafter contained, the unreserved forests are open to the Raja of Chamba for his own use for the exercise of such forest privileges as are allowed by His Highness, but not for the purpose of sale or merchandize.

CHAPTER 2.

Of the protection of Unreserved Forests.

10. *Conservancy of unreserved forests; acts prohibited.*—Unless expressly permitted by the Superintendent of the Chamba State, the following acts are prohibited in all unreserved forests :—

(*a*) Breaking of forest land for cultivation.

(*b*) Setting fire to grass tracts in the vicinity of forests, or negligently permitting fire to extend thereto.

(*c*) Setting fire to trees, brushwood, or stumps.

(*d*) Cutting out slabs, torches, etc., from the stems of standing trees, barking or boring for turpentine, or otherwise injuring standing trees.

(*e*) Lopping the branches of the *valuable* kinds of trees afterwards enumerated; cutting young trees of the *valuable* kinds if less than four feet in girth at three feet from the ground.

(*f*) Selling standing trees.

(*g*) Cutting the valuable kinds of trees hereafter enumerated without the written permission of the Superintendent of the Chamba State, or of some one authorized by him to grant such permission. The valuable kinds of trees alluded to in the foregoing rules are—

Kelu (*C. deodara*).
Darchil (*C. excelsa*).
Chil (*P. longifolia*) (in tracts where the Superintendent may specially order).
Akrot, walnut (*Juglans regia*).
Sunnu, ash (*Fraxinus floribunda*).
Tun or dour, hill tun (*Cedrela serrata*).
Chinar, plane (*Platanus orientalis*).

Permission shall not be given for the felling of more than an aggregate number, in all the unreserved forests together, of 300 Kelu trees in any one year, and return of Kelu trees so felled shall be annually rendered by the Superintendent of Chamba State to the Conservator of Forests.

CHAPTER 3.

Of the Protection of "Reserved Forests"

11 *Conservancy of Reserved Forests*—All the prohibitions enumerated in Rule 10 shall (*mutatis mutandis*) be enforced in reserved forests. In addition thereto, the following acts are prohibited in reserved forests:—

(*h*) Traversing a forest except on authorized or public roads and pathways

(*i*) Grazing or trespass by cattle or flocks and driving of cattle or flocks except on authorized or public roads and pathways

(*k*) Collecting grass, brushwood, or fodder

(*l*) Collecting fallen timber

(*m*) Collecting gums, resins, wax, honey or other forest produce.

(*n*) Kindling a fire in the forest or carrying fire except on an authorized road or pathway

(*o*) Carrying any implements or cutting wood or grass except on an authorized public road or pathway, and except it is carried in pursuance of a license to cut

And generally no forest rights or privileges of any kind shall be exercised in reserved tracts.

Proviso for cases where privileges are to be allowed in Reserved Forests—Provided always that, if in any case it has not been found practicable, when making the selection of reserved forests, to leave a sufficient or conveniently situated area of forest as unreserved for the exercise of forest privileges, or if there are no sufficient grazing grounds in the vicinity, or if in any other special case it shall be deemed desirable, the exercise of certain forest privileges may be allowed in the "Reserved" Forests

Privileges allowed—But in such cases the privileges to be allowed are—

(*a*) Cutting wood for necessary building and agricultural purposes.

(*b*) Cutting grass

(*c*) Grazing of cattle.

(*d*) Fuel.

12 *Definition of such privileges and conditions of exercise.*—When any [illegible] he proviso to the last preced- [illegible] Superintendent of Chamba [illegible] the signature of the headmen

Conditi[illegible]

so pursuant [illegible]
specify the [illegible]
cient time v[illegible]
be returned [illegible]

expired, or as soon as the trees have been felled, if felled before the expiry of the time.

Of other privileges.—Cutting grass, grazing, and the collection of fuel to be practised in such portion of the forest as the forest officers shall assign for the purpose.

13. *Timber required for public works in special cases.*—If in any case, in the execution of any public work, or in the making of any road or bridge, His Highness the Raja shall require timber which cannot conveniently be taken from an unreserved forest, the forest officer shall, if the amount be reasonable, and can be spared without injury to the forest, give a written permit authorizing the timber to be felled in a reserved forest in a suitable and proper locality.

14. *Closing unnecessary footpaths in Reserved Forest.*—Whenever any unnecessary footpath or road passes through a reserved forest, thereby rendering its proper conservancy difficult to maintain, the forest officers may, with the consent of the Superintendent of Chamba, close it against traffic. Due notice of the closing of such road or pathway shall be publicly given in the vicinity.

CHAPTER 4.

Of Timber in transit.

15. *Right to timber in transit not covered by a pass.*—All timber passing down the rivers Chenab and Ravi across the boundary of the Chamba territory, unless covered by a pass from the Conservator of Forests, or one of his subordinates authorized to grant such passes, and unless marked in the manner described in the pass, shall be deemed to be the property of the British Government, and may be taken possession of by the Conservator of Forests or his subordinate as aforesaid: such timber shall not be released until the claimant proves his title to the satisfaction of the Conservator of Forests, or of his subordinate as aforesaid, and pays such expenses as may have been incurred in catching and keeping the timber.

Proof of ownership.

16. *Removal, destruction and defacement of logs.*—No person shall, without the permission of the Conservator of Forests, or his subordinate, remove, cut up, burn, deface the marks of, or mark again, any timber whether stranded or floating, provided that this rule shall not interfere with the privilege of the villagers to take for firewood stranded pieces of timber which are not, however, to be larger than *one man* can lift by himself.

CHAPTER 5.

Of the Punishment of Forest Offences.

17. *Offences in Unreserved Forests.*—Any person who breaks any rule relating to Unreserved Forests shall be liable to the jurisdiction of the Raja of Chamba for punishment according to law.

18 *In Reserved Forests*—Any person who breaks any rule relating to the "Reserved Forests" shall be liable, on conviction before the Superintendent of Chamba State, or before a forest officer invested with magisterial powers under Article 5 of the Agreement, to fine not exceeding one hundred rupees, or in default of payment, to three months' imprisonment with or without hard labour

Proviso where act in breach of rules also constitutes a serious [illegible] t which is a breach of the rules [illegible] or theft, if the case is brought [illegible] case as for such grave offence instead of proceeding under these rules, and if the case is brought before a forest officer with powers as aforesaid, he may, instead of proceeding as for a breach of the rules, forward the case with written report to the Superintendent of the Chamba State, who may try the case and award such punishment as may be proper

No CLIV.

AGREEMENT for the RENEWAL of the LEASE of the CHAMBA FORESTS,—1905

Articles of Agreement made this eighteenth day of September 1905 between His Highness Raja Bhure Singh of Chamba of the one part and Romer Edward Younghusband, Commissioner of the Lahore Division, Punjab, for and on behalf of the British Government, of the other part. Whereas by an agreement, bearing date at Dalhousie, the tenth day of December one thousand eight hundred and sixty-four, His Highness Sri [illegible] Government [illegible] said forests [illegible] in set forth

And whereas certain additions to and alterations in the said agreement having been from time to time consented to by the parties thereto, it was deemed in the year one thousand eight hundred and seventy-two advisable to embody the said additions and alterations in a new form of agreement, and also to make more definite provision by the terms of such agreement for the proper conservancy of the forests aforesaid And whereas a new agreement, bearing date at Chamba the eighth day of Jul [illegible] accordingly executed by [illegible] one part and Reynell G [illegible] Division, on behalf of the British Government, of the other part, for the purposes aforesaid: And whereas it was provided by the last-named agreement that "any revision or modification of the rates and mode of payment described in Articles VII, VIII, IX of the said agreement that may be agreed to by both parties may be made at any time without affecting the continuance of this agreement or any of its provisions:" And whereas it was also provided by the said agreement, dated at Chamba the eighth day of July

one thousand eight hundred and seventy-two, that on the expiry of the term of the said agreement it should be renewable at the pleasure of the British Government for a further term of twenty years, on expiry whereof it should be again renewable in a like manner until the term of ninety-nine years counting from the first day of May one thousand eight hundred and sixty-four should have expired: And whereas the term of the said agreement, dated at Chamba the eighth day of July one thousand eight hundred and seventy-two, expired on the last day of April one thousand eight hundred and eighty-four: And whereas timely notice of renewal of the said agreement for a further period of twenty years was duly given to His Highness the Raja of Chamba by the British Government: And whereas in exercise of the power reserved by the aforesaid proviso certain additions to and alterations in the said agreement dated Chamba the 8th day of July 1872 were from time to time consented to by the parties thereto: And whereas it was deemed advisable to embody the said additions and alterations and others also consented to by the said parties in a further formal agreement: And whereas a new agreement bearing date the 24th day of May 1886 was accordingly executed by His Highness Raja Sham Singh of Chamba of the one part and George Robert Elsmie, Commissioner for the time being of the Lahore Division, Punjab, on behalf of the British Government of the other part embodying the said additions and alterations: And whereas the parties to the last hereinbefore recited agreement, being of opinion that the appropriateness of certain terms used therein to duly express the true intent and meaning of the parties thereto was open to doubt and that Article XI of the said agreement was unnecessary and should not have been therein included, executed a Supplementary Agreement dated Dalhousie the 23rd day of August 1887 whereby the meaning of the parties was made more clear and the said Article XI was thereby cancelled: And whereas in accordance with the power granted by Article XII of the said agreement dated Chamba the 24th day of May 1886 the British Government is desirous of renewing the said agreement as modified by the said Supplementary Agreement dated the 23rd day of August 1887 for a further term of twenty years and the parties hereto to facilitate the settling of accounts and for other purposes have agreed to certain further modifications and alterations of the terms of the agreement as hereinafter appears: Now therefore these articles witness as follows:

I.—From and after the date of the execution of this agreement, the former agreements, bearing date Chamba the 24th day of May 1886 and Dalhousie the 23rd day of August 1887, shall cease to be of force and shall be deemed to be cancelled and superseded by this present agreement.

II.—The term "forest," as used in these articles, shall mean and include (*a*) those tracts of country covered with trees or from which trees have been felled, (*b*) such other tracts of land cultivated or uncultivated covered with trees or barren as the Raja of Chamba may from time to time consent to give up for the purpose of consolidating or extending the area of any existing forest or forming new plantations or forests.

III.—With the exception of the forests enumerated in Article VI all forests in the territories subject to the Raja of Chamba shall be preserved, [illegible]

otherwise provided for and declared by the terms of this lease or the rules under it and by any record of rights or privileges framed thereunder

IV—The Raja of Chamba agrees to grant to the British Government during the currency of this agreement all his rights in unclaimed waif and windfall timber on the rivers Chenab and Ravi and their several tributaries and in all other parts of his territories, and further to grant to the said [illegible] and passing [illegible] or collec- [illegible]

V—The British Government may invest all or any of the officers under whom, in the said rules, the control of any forest, or of timber floating operations is vested with all or any of the powers of a Magistrate as described in the Code of Criminal Procedure in force in British India to be exercised within the Chamba territory for the purpose of trying and punishing offences against the rules aforesaid The Raja of Chamba engages to render every aid required by the officer or officers authorised to exercise such powers for bringing to justice all persons charged with offences against the rules and for enforcing the judgment awarded against them

VI—The following forests, groves and trees shall be excluded from the operation of Article III, that is to say —

(1) The forests known as Jamwar and Kajjiar as demarcated and defined according to the terms of a letter from the Superintendent of the Chamba State to the Secretary to the Government of the Punjab in the Department of Public Works, No 22, dated 5th July 1869

(2) Two hundred deodar trees (Kelu) around the temple, at Kilar, twenty of the same kind at Baira, fifteen at Kathair, sixty at Bassu, sixty at Pinra and sixty at Chanota:

Provided always as regards trees noted in the preceding clause, that they shall not be felled, but that such as fall by natural causes shall be at the disposal of the managers of the shrine or temple for which they are set apart, for the purpose of repairing the same

Provided also that such excepted trees may where necessary be marked or the area in which they stand demarcated.

(3) All trees growing on village or other lands under cultivation not being forest lands within the meaning of Article II.

(4) Certain groves in the vicinity of the town of Chamba, namely, a grove of chil trees between the rivers Ravi and Sao and a grove of shisham trees about two miles from Chamba between the Ravi and the low level road to Dalhousie.

(5) All trees growing within two hundred feet on either side of the public roads hereinafter enumerated or in the vicinity of any spring or well. Provided that when such road or spring or well passes through or is situated within a forest which is reserved under the annexed rules this clause shall not be held to affect such forest; but it shall remain in all respects as a "reserved forest" under the rules. The British Government on their part engage not to fell trees in such forest within two hundred feet of such public road, spring or well without the previous consent of the Raja of Chamba.

The public roads are as follows :—

1. Chamba to Kilar in Pangi.
2. " " Dalhousie *viá* Chil.
3. " " " " Kolri.
4. " " " " Kajjiar.
5. " " Barmaor and Jurma.
6. " " Sao.
7. " " Nurpur.
8. " " Dharmsala.
9. " " the Budrawar border *viá* Bhandal.
10. " " Jamwar.
11. " " Shahpur on the Ravi.
12. Dalhousie to Dharmsala and Nurpur.
13. " " Dunera.
14. Kilar " Pangi border towards Padar.
15. " " Jurma in British Lahul.

VII.—In consideration of the rights and privileges conveyed to the British Government by the preceding Articles, the British Government agrees to pay to His Highness the Raja of Chamba the whole income accruing to the British Government under this agreement after deducting therefrom all sums advanced for the entire cost of working, supervision, protection and improvement, as well as all other charges which are ordinarily to form part of the expenditure connected with the management of the said forests.

VIII.—In consideration of the payments made by the British Government under Article VII the Raja agrees to keep in good repair all existing roads and bridges which are used as lines of communication with the reserved forests, and further to supply a bi-weekly postal service to all forest officers while on duty in his territory

IX.—(1) Copies of the monthly accounts of income and expenditure in respect of the said forests shall be rendered to the Raja, and the annual account of the preceding financial year shall be made up and submitted to the Raja on or before the first day of July of each year and the sum found due in accordance with the provisions of Clause VII of this agreement shall be paid to him within the period of six months from the close of the financial year to which it relates

(2) If when the annual accounts for any financial year are made up, it appears that the income derived from the said forests is less than the amount which the British Government is under Clause VII of this agreement, entitled to deduct, the Raja, on the submission of the annual accounts to him, shall pay the difference between the income and the said amount to be deducted within the period of six months from the close of the said financial year, or, should he so desire, the said difference shall be deducted from the first revenues realized in the financial year following that for which it became due and payable or in subsequent years if necessary

(3) For the purpose of this clause the expression "financial year" shall mean the year commencing on the first day of April.

X.—No fees or other payments except those agreed upon in Article VII shall be demanded or be payable by the British Government or its servants on account of any forest produce

Provided that nothing in this clause shall be held to prevent the levy of tolls at bridges and ferries or roads, lawfully payable to the Chamba State.

XI.—This agreement shall continue in force for a term of twenty years commencing from the first day of May one thousand nine hundred and four On the expiry of this term it shall be renewable at the pleasure of the [illegible]ty years, on expiry whereof it
[illegible] the term of ninety-nine years
[illegible] y of May one thousand eight
[illegible] such term it shall be at the
[illegible] eement or enter into a fresh one.
Provided always that any revision or modification of the payments or mode of payment described in Articles VII and IX that may be agreed to by both parties may be made at any time without affecting the continuance of this agreement or any of its provisions.

In witness whereof the said parties have hereunto set their hands and seals on the dates hereinafter mentioned respectively.

Signed, sealed and delivered by the said Bhure Singh, Raja of Chamba, at Chamba on the eighth day of September 1905 in the presence of

WITNESS. SUBODH CHANDRA BANERJEE, *Head Master, State High School.*

BHURE SINGH,
Raja of Chamba.

Signed, sealed, and delivered for and on behalf of the British Government by R. E. Younghusband, Commissioner and Superintendent of the Lahore Division, acting under the orders of the Hon'ble the Lieutenant-Governor of the Punjab, at Dalhousie on the 18th September 1905, in the presence of

WITNESSES.
(Sd.) K. HARRIS, *Major.*
(Sd.) P. L. LEARED, *Lieutenant.*

R. E. YOUNGHUSBAND,
Commissioner.

SCHEDULE.

RULES FOR CHAMBA FORESTS.

CHAPTER I.

Of the Division of Forest Land into Reserved and Unreserved.

1. *Classification of forests.*—There will be two classes of forests, to be called reserved and unreserved. The Conservator of Forests, or such other officer as he may authorize in that behalf, may from time to time, but subject always to the exceptions agreed to by the terms of the lease, declare that any forests shall be reserved.

2. *Selection and demarcation of reserved forests.*—The Conservator of Forests, or such officer as aforesaid, may indicate by posts or other tem-

porary marks, the boundaries which, after local enquiry in concert with an official of the Chamba State deputed for the purpose, are in his opinion the true limits of the tracts to be reserved, but it shall rest with the Raja of Chamba in concert with the Conservator of Forests to determine finally the boundaries of such tracts

3 *Procedure after final demarcation*—When the boundaries have been finally determined as aforesaid, the Forest Officer shall, if the tract is not already defined by natural boundaries, demarcate the same by conspicuous boundary marks according to the final decision aforesaid

Record of boundaries—A record of the boundaries shall then be prepared, accompanied by such maps as may be necessary The record shall be signed by the Conservator of Forests, and an attested copy shall be sent for deposit to the Raja of Chamba

4 *After final demarcation public notice to be given*—Whenever any forest is reserved and finally demarcated under this rule, due notice shall be publicly given in the vicinity of such forest and the inhabitants be warned against trespass or other infringement of the forest rules

5 *Procedure in including waste or cultivated lands for plantations*—If in any case it is desired to include in reserved forest area any waste or cultivated land which is not forest within the meaning of Article II of the agreement, or to take up a plot of such land for the purpose of plantation, such plot shall only be included or taken up with the consent of the Raja of Chamba and after payment of such compensation as he may award After declaration of consent and payment of such compensation the plot may be included in the area of a reserved forest or demarcated as a separately reserved forest

6 *Control of reserved forests*—Reserved forests shall be under the [illegible] t to be [illegible] to the [illegible] harge of the Chamba Division

7 *General rights to produce in reserved forests*—Except when otherwise expressly provided for the British Government shall have the exclusive right to the produce of such forest

8 *Management of unreserved forests*—All other forests to which these rules apply are called "unreserved forests." They will be under the management of the Raja of Chamba.

9 *Rights to produce in unreserved forests*—Subject to the protective provision hereinafter contained, the unreserved forests are open to the Raja of [illegible] ercise of such forest privileges as are [illegible] the purpose of sale and merchandis [illegible] fallen timber and inferior trees for [illegible] wax, fruit and flowers, taking care th[illegible] manner as not to injure the forest or contravene any specific rule.

CHAPTER II.

Of protection of unreserved forests.

10. *Conservancy of unreserved forests; acts prohibited.*—Unless expressly permitted by the Raja of Chamba, the following acts are prohibited in all unreserved forests:

(*a*) Breaking up forest land for cultivation.

(*b*) Setting fire to grass tracts in the vicinity of forests or negligently permitting fire to extend thereto.

(*c*) Setting fire to trees, brushwood or stumps.

(*d*) Cutting out slabs, torches, from the stems of standing trees, barking or boring for turpentine, or otherwise injuring standing trees.

(*e*) Lopping off branches of the *valuable* kinds of trees afterwards enumerated, cutting young trees of the valuable kinds if less than four feet in girth at three feet from the ground.

(*f*) Selling dry and fallen timber and inferior trees for fuel.

(*g*) Cutting the valuable kinds of trees detailed below without the written permission of the Raja or some one authorized by him to give such permission:—

Kelu (deodar) . .	Cedrus deodara.
Darchil . . .	Pinus excelsa.
Chil . . .	Pinus longifolia.
Akhrot (walnut) . .	Juglans regia.
Sunu (ash) . . .	Fraxinus floribunda.
Tun (hill tun) . .	Cedrela serrata.
Chinar (plane) . .	*Platanus orientalis.*

Permission shall not be given for the felling of more than three hundred deodar trees in the unreserved forests in any one year, and the return of the trees so felled shall be annually rendered by the Raja of Chamba to the Conservator of Forests.

Permits to cut deodar trees shall specify the places and time within which they must be exercised, and they shall be returned to the official by whom they were issued as soon as the time mentioned therein has expired.

CHAPTER III.

Of the protection of reserved forests.

11. *Conservancy of reserved forest.*—All prohibitions enumerated in Rule 10 shall (*mutatis mutandis*) be enforced in reserved forests.

In addition thereto the following acts are prohibited in reserved forests :—

(*h*) Traversing a forest except on authorized or public roads and pathways

(*i*) *Grazing or trespass by cattle or flocks and driving of cattle or flocks* except on public roads and pathways

(*k*) Collecting grass, brushwood or fodder.

(*l*) Collecting fallen timber.

(*m*) Removing soil, dead leaves, or moss from the forest or collecting gums and resins The collection of wax, honey, madder root, fruit, flowers, wild animals and birds which is not specifically prohibited in the rules is permitted in reserved forests, provided *that it is effected by some person who is recorded as the responsi*ble right-holder, and who is bound to effect such collection without trampling or destroying seedlings or young trees, making deep holes in the forest soil, or otherwise unnecessarily injuring the forests

(*n*) Kindling a fire in the forests or carrying fire except on an authorised road or pathway

(*o*) Carrying any implements for cutting wood or grass except on an

the Forest Officer may permit the Raja when necessary to take what grass and fuel he requires for his personal use, subject to the provision in rule (*m*) Provided also always that if in any case it has not been found practicable when selecting reserved forest to leave a sufficient or conveniently situated area of forests as unreserved for the exercise of forest privileges, or if there are no sufficient grazing grounds in the vicinity or if in any other special case it shall be deemed desirable, the exercise of certain forest privileges may be allowed in reserved forests But in such cases the only privileges to be allowed are—

(*a*) Cutting wood for necessary building or agricultural purposes.

(*b*) Cutting grass and fodder.

(*c*) *Grazing cattle and sheep.*

(*d*) Fuel.

12. *Definition of privileges and conditions of exercise.*—When any privileges are allowed in a reserved forest under the proviso to the last

the Raja of Chamba in
and the signatures of the

Conditions of felling.—All trees felled under such circumstances shall be so pursuant to a written permit granted by the Forest Officer, which shall specify the place and conditions of felling, and shall fix a fair and sufficient time for felling and removal.

Permits to fell must be returned to the Forest Officer as soon as the time mentioned therein has expired, or as soon as the trees have been felled, if felled before the expiry of the time.

Of other privileges.—Cutting grass, grazing and the collection of fuel may be practised in such portion of the forest as the Forest Officers shall assign for the purpose.

13. *Timber required for public works in special cases.*—If in any case, in the building of any place, public work, bridge, or roadway, His Highness shall require timber which cannot be conveniently taken from an unreserved forest, the Forest Officer shall, if the amount be reasonable and can be spared without injury to the forest, give a written permit for the timber to be felled in a reserved forest in a suitable and proper locality, or timber may be sawn up by the Forest Officer and supplied at cost price at his discretion.

Closing unnecessary footpaths in reserved forests.—Whenever any unnecessary road or pathway passes through a reserved forest, thus rendering its proper conservancy difficult to maintain, the Forest Officer may, with the consent of the Raja, close it against traffic. Due notice of such closing shall be publicly given in the vicinity.

CHAPTER IV.

15. *Right to timber not covered by a pass.*—All timber passing down the rivers Chenab and Ravi across the boundary of the Chamba territory, unless covered by a pass from the Conservator of Forests or an authorized subordinate, and unless marked in the manner described in the pass, shall be deemed to be the property of the British Government, and may be taken possession of by the Conservator of Forests or his authorized subordinate. Such timber shall not be released until the claimant prove his title to the satisfaction of the Conservator or his authorized subordinate, and pays the expenses incurred in catching and keeping the timber.

16. *Removal, destruction and defacement of logs.*—No person shall, without the permission of the Conservator of Forests or his subordinate, remove, cut up, burn, deface the marks of or mark again, any timber whether stranded or floating: provided that this rule shall not interfere with the privileges of the villagers to take for firewood stranded pieces of timber which while not bearing any property mark, or not having been sawn are not, however, to be larger than one man can lift by himself.

CHAPTER 5.

Of the Punishment of Forest Offences.

17 *Offences in unreserved forests*.—Any person who breaks any rule relating to unreserved forests shall be liable to the jurisdiction of the Raja of Chamba for punishment according to law.

18 *Offences in reserved forests*.—Any person who breaks any rule relating to reserved forests shall be liable, on conviction before the Raja of Chamba or before a Forest Officer invested with magisterial powers under Article V of the agreement, to fine not exceeding one hundred rupees, or in default of payment, to three months' imprisonment with or without hard labour Provided always that when the act which is a breach of the rules amounts to a serious offence, such as mischief or theft, if the case is brought before the Raja he may try the case as for such grave offence instead of proceeding under these rules, and if the case is brought before a Forest Officer with powers as aforesaid he may, instead of proceeding as for a breach of the rules, forward the case with a written report to the Raja of Chamba, who may try the case and award such punishment as may be proper

Signed sealed and delivered by the

BHURE SINGH,
Raja of Chamba.

WITNESS { SUBODH CHANDRA BANERJEE,
Head Master, State High School

Signed, sealed, and delivered for and on behalf of the British Government by R. E Younghusband, Commissioner and Superintendent of the Lahore Division, acting under the orders of the Hon'ble the Lieutenant-Governor of the Punjab, at Chamba
in the presence of

R. E. YOUNGHUSBAND,
Commissioner.

WITNESSES: { K. HARRIS, *Major.*
P. L. LEARED, *Lieutenant.*

No. CLV.

POSTAL CONVENTION for the EXCHANGE of CORRESPONDENCE, PARCELS, INSURED and VALUE-PAYABLE ARTICLES, and MONEY ORDERS, between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICES in the territories of HIS HIGHNESS the RAJAH of CHAMBA,—1896.

ARTICLE 1.

There shall be a mutual exchange of correspondence, parcels, and money orders, between the Imperial Post Office of British India, hereinafter termed the "Imperial Post," and the Post Offices in the territories of His Highness the Rajah of Chamba hereinafter termed the "Chamba State Post." This exchange, which shall also include registered, insured and value-payable articles, shall be governed by the rules given in the Indian Postal Guide for the time being. The term "correspondence" shall include letters, post-cards, newspapers, and book and pattern packets.

ARTICLE 2.

There shall be two offices of exchange, *viz.*, the Imperial Post Office at Dalhousie on the side of British India, and the Chamba State Post Office at Chamba on the side of the Chamba State. These offices of exchange alone shall be authorized to deal with articles giving rise to accounts.

ARTICLE 3.

Indian postage stamps, post-cards, and embossed envelopes, overprinted with the words "Chamba State" shall be supplied on indent by the Government of India to the Chamba State at cost price. They shall be sold by the Chamba State to the public at the value marked on each postage stamp, post-card, or embossed envelope. Indian postage stamps overprinted with the word "Service" in addition to the words "Chamba State" shall also be supplied on indent by the Government of India to the Chamba State at cost price, and these overprinted stamps shall be used solely for the purpose of prepaying correspondence on the service of the Chamba State posted in that State.

ARTICLE 4.

These overprinted postage stamps, post-cards, and embossed envelopes overprinted with the words "Chamba State" shall alone be used in the Chamba State for the prepayment of INLAND correspondence, and they shall be recognized by the Imperial Post only when attached to inland correspondence, posted within the limits of the State of Chamba.

ARTICLE 5.

The rates of postage, fees, or commission charged by the Chamba State Post on all classes of correspondence, paid and unpaid, registered and unregistered, insured and value-payable, on all parcels, and on all money orders, shall not be in excess of the rates charged by the Imperial Post.

ARTICLE 6.

Responsibility for articles insured, and for payment of compensation under the rules given in the Indian Postal Guide for the time being, shall rest with the Imperial Post Office, while the articles concerned are in its custody; and with the Chamba State, while the articles concerned are in its custody.

ARTICLE 7.

Articles of all kinds superscribed "On Postal Service," and franked by the signature and official designation of an officer of the Imperial Post or an officer of the Chamba State Post, shall be exchanged free of all charge as respects postage.

ARTICLE 8.

The Government of India shall bear the cost of conveying mails within [illegible] ie cost of [illegible] Imperial [illegible] es in the Chamba State, whether such mails be intended for transmission to a Chamba State Post Office or an Imperial Post Office, and similarly the Chamba State Post shall be entitled to the free conveyance of mails over Imperial postal lines, whether such mails be intended for transmission to an Imperial Post Office or Chamba State Post Office.

ARTICLE 9

Inland correspondence, registered and unregistered, received from the Chamba State Post, fully prepaid with the overprinted postage stamps described in Article 3 (including correspondence prepaid by Chamba State service stamps), shall be delivered in British India free of all charge on account of postage.

ARTICLE 10.

Inland correspondence received from the Chamba State Post, not fully prepaid with [illegible]
be treated by [illegible]
and charged [illegible]
which shall be retained by the Imperial Post,

ARTICLE 11.

Fully prepaid inland correspondence, registered and unregistered (including correspondence prepaid by service stamps), transferred by the Imperial Post, shall be delivered by the Chamba State Post free of all charge on account of postage.

ARTICLE 12.

On inland correspondence, not fully prepaid, transferred by the Imperial Post for delivery through the Chamba State Post, the latter shall retain the postage it realizes.

ARTICLE 13.

Unclaimed and refused inland correspondence shall be exchanged in both directions, but the exchange shall be accompanied by no accounts.

ARTICLE 14.

Fully prepaid foreign correspondence, addressed to any place in the Chamba State, shall be delivered by the Chamba State Post free of all charges on account of postage; but if such correspondence be unpaid or insufficiently paid, it shall be delivered on payment of the amount *taxed thereon by the Imperial Post;* and the amount so collected shall be remitted to the Imperial Office of Exchange (Dalhousie).

ARTICLE 15.

On foreign correspondence posted in the Chamba State postage can be prepaid only by means of Imperial postage stamps not bearing the overprint "Chamba State." Postage stamps overprinted with the words "Chamba State" shall not be recognized in payment of postage on foreign correspondence.

ARTICLE 16.

Prepayment of inland parcel postage between the Imperial Post and the Chamba State Post, in both directions, shall be compulsory.

ARTICLE 17.

Inland parcels, received from the Chamba State Post, shall be delivered in British India free of all charge on account of postage.

ARTICLE 18.

Inland parcels, transferred by the Imperial Post for delivery through the Chamba State Post, shall be delivered free of all charge on account of postage.

ARTICLE 19.

Fully prepaid foreign parcels, addressed to any place in the Chamba State, shall be delivered by the Chamba State Post free of all charge on account of postage, but if such parcels be unpaid, they shall be delivered on payment of the amount *taxed thereon by the Imperial Post*, and the amount so collected shall be remitted to the Imperial Office of Exchange (Dalhousie)

ARTICLE 20.

Prepayment of postage, at the rates published in the Indian Postal Guide, is compulsory in the case of all foreign parcels posted in Chamba. The postage so collected shall be remitted to the Imperial Office of Exchange (Dalhousie)

ARTICLE 21

The Imperial inland money order rules, as given in the Indian Postal Guide for the time being, shall be adopted by the Chamba State Post, and the Imperial inland form of money order application shall be used

ARTICLE 22

Money orders, issued by the Chamba State Post for payment in British India, shall all be sent by the Chamba Office of Exchange to the Imperial Office of Exchange (Dalhousie) Such money orders shall be paid in full in British India free of all charges and without deduction on any account whatsoever.

ARTICLE 23

Money orders, issued by the Imperial Post for payment by the Chamba State Post, shall be transferred to the Chamba Office of Exchange by the Imperial Office of Exchange (Dalhousie) Such money orders shall be paid in full in the Chamba State free of all charges and without deduction on any account whatsoever.

ARTICLE 24

The postal administration which collects the money from remitters of money orders shall account to the administration which pays them for the total amount of the orders issued in each month, together with one-half per cent. additional on the monthly total by way of commission

ARTICLE 25.

A monthly account current showing the amount to be credited to the Chamba State on account of money orders paid by the Chamba State Post, and the amount to be debited to the Chamba State on account of money orders issued by the Chamba State Post shall be rendered by the Imperial Office of Exchange (Dalhousie) to the Chamba Office of Exchange If the balance of this account is in favour of the Chamba State Post, it shall be paid

at once by the Imperial Office of Exchange (Dalhousie), and if it is in favour of the Imperial Post, it shall be paid by the Chamba Office of Exchange immediately after the monthly account current is rendered.

ARTICLE 26.

The Director-General of the Post Office of India and the Chamba Darbar shall have authority to draw up, in direct communication with one another, detailed regulations for giving effect to this Convention, and to settle all matters of detail and procedure connected with the exchange of articles between the Imperial Post and the Chamba State Post, including the selection of Post Offices, situated in British India or in the Chamba State, between which postal communication shall be maintained. The detailed regulations so drawn up shall be subject to such modification as may, from time to time, be mutually agreed to by the said authorities.

ARTICLE 27.

This Convention, which supersedes the Postal Convention dated the 30th September 1886, shall continue in force until it is terminated or revised by mutual agreement, or until one year's notice to terminate it shall have been given by the Director-General of the Post Office of India on behalf of the Government of India or by the Chamba State.

I quite agree to accept the foregoing articles.

Signed by the Director-General of the Post Office of India on the 10th day of August 1896.

Signed by SHAM SINGH, Rajah of Chamba, on the 19th day of September 1896.

A. U. FANSHAWE,

Director-General of the Post Office of India.

Approved and confirmed by the Government of India.

By order,

H. S. BARNES,

Offg. Secy. to the Govt. of India, Foreign Department.

SIMLA,

The 1st October 1896.

A similar Convention was concluded at the same time with Faridkot.

No. CLVI.

TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL granting the State of SOOKEIT to RAJA OOGER SEIN, date 24th October 1846.

Whereas by the Treaty concluded between the British and Sikh Governments on 9th March 1846, the hill country has come into the possession of the Honorable Company, and whereas Raja Ooger Sein, Chief of Sookeit, the highly dignified, evinced his sincere attachment and devotion to the British Government, the State of Sookeit comprised within the same boundaries as at the commencement of the British occupation, together with full administrative powers within the same, is now granted by the British Government to him and the heirs male of his body by his Ranee, from generation to generation On failure of such heirs, any other male heir who may be proved to the British Government to be next of kin to the Raja shall obtain the above State, with administrative powers

Be it known to the Raja that the British Government shall be at liberty to remove any one from the Guddee of Sookeit who may prove to be of worthless character and incapable of properly conducting the administration of his State, and to appoint such other nearest heir of the Raja to succeed him as may be capable of the administration of the State and entitled to succeed The Raja, or any one as above described who may succeed him, shall abide by the following terms entered in this Sunnud, *viz* —

1st —The Raja shall pay annually into the treasury of Simla and Subathoo eleven thousand Company's Rupees as nuzzuranah by two instalments; the first instalment on the 1st of June, corresponding with Jeth, and the second instalment on the 1st of November, corresponding with Kartic.

2nd.—He shall not levy tolls and duties on goods imported and exported, but shall consider it incumbent on him to protect bankers and traders within his State.

3rd.—He shall construct roads within his territory not less than 12 feet in width, and keep them in repair,

[illegible]

and supply provisions according to his means.

5th —He shall refer to the British Courts whatever dispute may arise between him and any other chief.

6th – The Raja shall not alienate any portion of the lands of the said territory without the knowledge and consent of the British Government, nor transfer it by way of mortgage.

7th.—He shall so put a stop to the practices of slave-dealing, suttee, female infanticide, and the burning or drowning of lepers, which are opposed to British laws, that no one shall venture in future to revive them.

It is binding on the Raja not to encroach beyond the boundaries of his State on the territory of any other Chief, but to abide by the terms of this Sunnud, and adopt such measures as may tend to the welfare of his people, the prosperity of his country, and the improvement of the soil, and ensure the administration of even-handed justice to the aggrieved, the restoration to the people of their just rights, and the security of the roads. He shall not subject his people to extortion, but keep them always contented. The subjects of the State of Sealkote shall regard the Raja and his successors as above described to be the sole proprietor of that territory, and never refuse to pay him the revenue due by them, but remain obedient to him and act up to his just orders.

No. CLVII.

Copy of Sunnud granted to Sirdar Shamshere Sing Sindhanwalla,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

Note.—A similar Sanad of the same date was granted to Raja Tej Sing of Sialkot.

No. CLVIII.

Draft Sanad No 1.

For use when no instrument has been executed under Section 8 (1) (b) of the Punjab Laws Act as amended by the Punjab Descent of Jagirs Act, but the terms of the original grant ensure impartibility.

The Governor-General in Council, being desirous of recognizing the loyalty and good services of your family, is pleased to inform you that, on failure of heirs entitled to succeed to your perpetual jagir under the

terms of the grant and the general orders of Government, he will recognize as successor thereto any person approved by the Local Government—

[*In a Muhammadan family*]	[*In a Hindu family.*]
who may be selected by yourself or by any successor to your perpetual jagir and whose succession to ordinary property in your family would not be contrary to the custom or law governing succession thereto.	who may be adopted by yourself or by any successor to your perpetual jagir in accordance with the custom of your family.

Your successor will hold the jagir subject to the provisions of Section 8A of the Punjab Laws Act as amended by Punjab Act No IV of 1900, but in all other respects, he will hold it on the same terms and subject to the same conditions as those on which you have hitherto held it.

DRAFT SANAD No 2.

For use when no instrument has been executed under Section 8 (1) (b) of the Punjab Laws Act as amended by the Punjab Descent of Jagirs Act, but a declaration has been made under the Act

The Governor-General in Council, being desirous of recognizing the loyalty and good services of your family, is pleased to inform you that on failure of heirs entitled to succeed to your perpetual jagir under the rule of descent declared under Section 8 (1) of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, he will recognize as successor thereto any person approved by the Local Government—

[*In a Muhammadan family.*]	[*In a Hindu family.*]
who may be selected by yourself or by any successor to your perpetual jagir and whose succession to ordinary property in your family would not be contrary to the custom or law governing succession thereto.	who may be adopted by yourself or by any successor to your perpetual jagir in accordance with the custom of your family.

Your successor will hold the jagir subject to the provisions of Section 8A of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, but in all other respects he will hold it on the same terms and subject to the same conditions as those on which you hold it.

DRAFT SANAD NO. 3.

For use when an instrument is executed under Section 8 (1) (b) of the Punjab Laws Act as amended by the Punjab Descent of Jagirs Act, and a declaration has been made under Section 8 (1) of the Act.

The Governor-General in Council, being desirous of recognizing the loyalty and good services of your family, is pleased to inform you that on failure of heirs entitled to succeed to your perpetual jagir under the rule of descent declared under Section 8 (1) of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, he will recognize as successor thereto any person approved by the Local Government—

[*In a Muhammadan family.*]	[*In a Hindu family.*]
who may be selected by yourself or by any successor to your perpetual jagir and whose succession to ordinary property in your family would not be contrary to the custom or law governing succession thereto.	who may be adopted by yourself or by any successor to your perpetual jagir in accordance with the custom of your family.

Henceforward the jagir shall be inheritable only in accordance with the terms of the instrument by which you have accepted the rule of primogeniture and subject to the provisions of Section 8A of the Punjab Laws Act as amended by Punjab Act No. IV of 1900, but in all other respects your successor will hold it on the same terms and subject to the same conditions as those on which you have hitherto held it.

VI —BAHAWALPUR.

The rulers of Bahawalpur assumed independence during the dismemberment of the Durani empire, which followed the expulsion of Shah Shuja from Kabul On the rise of Ranjit Singh, the Nawab, Bahawal Khan, made several applications to the British Government for an engagement of protection These, however, were declined, although the result of the treaties of Lahore, whereby Ranjit Singh was confined to the right bank of the Sutlej, in reality effected his protection

The first treaty with Bahawalpur was that of 1833 (No CLIX), which was negotiated at the same time as the treaty ih Ranjit Singh for regulating traffic on the Indus It secured the independence of the Nawab within his own territories, and opened the traffic on the Indus and Sutlej, at a fixed tariff to be levied at Mithankot and Hariki In 1835 a toll on boats was by Treaty (No CLX) substituted for a tariff, in 1838 the schedule of tolls was revised (No CLXI), and again in 1840 (No CLXII), and in 1843 the tolls were by Agreement (No CLXIII) reduced one-half, and a scale of duties was fixed on merchandise in transit through Bahawalpur by land In 1847 the Nawab, at the instance of the Resident at Lahore, remitted all duties on boats passing through his territory and refused to take any compensation In 1855, when the Sind postal authorities proposed to establish a camel train through Bahawalpur, the Nawab reduced the duty on goods passing by the land route, and shortly afterwards he consented to revise ferry rates on the Sutlej, which were formerly a customs duty, and to reduce them to what ought to be remuneration for the labour of crossing passengers and goods over the river.

When arrangements were made in 1838 for the restoration of Shah Shuja, a Treaty (No CLXIV) was concluded with the Nawab, by which he placed himself under the supremacy of, and bound himself to act in subordinate co-operation with, the British Government, receiving its protection and being recognised as the absolute ruler of his country. During the Afghan war the Nawab rendered assistance, both in facilitating the passage of troops and furnishing supplies, for which he was rewarded by the grant of the districts of Sabzalkot and Bhaung Barra.

In carrying out the provisions of Act XIV of 1843, it became desirable to extend the British customs line as far as the Sutlej; and for this purpose, in 1844, the Nawab made over, in free gift, the strip of land required.

In 1847-48 Bahawal Khan, the Nawab, co-operated heartily in the operations against Multan, and was rewarded by the grant of a life pension of a lakh of rupees a year, commencing from the date of the British assuming the government of the Punjab.

In 1850 the Nawab proposed to supersede his eldest son, Muhammad Fateh Khan, and to appoint his third son, Saadat Khan, to be his heir. The Governor-General decided that the Government of India was not called upon to interfere in any way with the selection of a successor by His Highness. When Bahawal Khan died the heir-select succeeded him, but he was deposed by the eldest son with the aid of the Daudputras. In his difficulties the Nawab solicited the aid of the British Government, but the Governor-General decided that, according to the treaties with Bahawalpur, the British Government was bound to support the Chief against his external enemies, but was not bound to aid him against intestine commotions. The victorious brother, having accepted the treaties existing between the British Government and the Bahawalpur State, was recognised as Chief of Bahawalpur, and the deposed Nawab, through the mediation of the British Government, obtained asylum in British territory, and was assigned a cash allowance of Rs. 1,600 a month from the Bahawalpur State, the claim to which principality he relinquished for ever on the part of himself and his heirs. The Agreement (No. CLXV) then executed was guaranteed by the British Government.

But within a year the ex-Chief violated his engagement. He addressed the Chief Commissioner of the Punjab soliciting a re-consideration of his case; stated that he would never during his life renounce his claim to the Chiefship; and begged permission to proceed to Bahawalpur to recover the masnad. In consideration of the guarantee of the British Government to cause the observance of the agreement by both parties, the Governor-General directed the ex-Chief to be placed under strict surveillance. He was detained in custody in the fort at Lahore, and died in 1863.

Nawab Muhammad Fateh Khan died on the 3rd October 1858, and was succeeded by his eldest son, Rahim Yar Khan, under the title of Bahawal Khan.

In 1863 an insurrection, caused by the tyranny and cruelty of the Nawab, broke out among the Daudputra Chiefs. It was suppressed, but not until the Nawab had put to death three of his uncles through fear of their being released by the rebels from their imprisonment in the fort of Derawar. For this atrocious crime the Nawab incurred the severe displeasure of the British Government, and was subsequently required to

make over to the protection of the British authorities others among his relations who had suffered from his harsh treatment Some of the rebels took refuge in British territory, where they remained unmolested as long as they refrained from hostilities against the Nawab An attack on a Bahawalpur village was, however, organised, and on its failure the leaders again sought refuge in British territory, but were placed in confinement for abuse of the asylum formerly afforded them The misgovernment of Bahawalpur continued to endanger the peace of the country, and a formidable insurrection took place in March 1866, which was with difficulty suppressed On the 25th March 1866 the Nawab died suddenly, not without suspicion of having been poisoned, and was succeeded by his son, Sadik Muhammed Khan, then a minor of four years of age A rival claimant appeared in the person of Jafar Khan, half-brother of Nawab Bahawal Khan, who had been kept a close prisoner during the lifetime of the late Nawab At the same time the leader of the troops sent by the late Nawab to quell the insurrection threw off his allegiance and marched on the capital As the British Government were under no treaty obligation to interfere in the internal affairs of Bahawalpur, intervention was at first limited to a declaration that the British Government recognised the succession of the young Nawab and intended to accord him full moral support. The presence of the Native Agent of Government at the capital, where he had been instructed to reside, in order to give the Nawab and his advisers the benefit of his counsel, was sufficient to secure the dispersion of the rebels; their leader was taken prisoner, and all overt resistance ceased.

The state of affairs, however, continued to be very unsatisfactory. Many influential men had been alienated by the conduct of the late Nawab; the army was discontented; and there was no party of sufficient influence to carry on the administration Under these circumstances the Bahawalpur Darbar preferred a formal request that the British Government would undertake the administration of the State during the minority of the Nawab Convinced of the impossibility of otherwise maintaining order and security for life and property, Government consented, on the understanding that the British officer appointed should have full powers, and a Proclamation (No CLXVI) was issued explaining fully the reasons which had compelled the British Government to interfere Shortly after the management of the country had been assumed, a plot for the elevation of Jafar Khan to the masnad was discovered, and at the request of the Darbar he was removed to Lahore as a State prisoner. An attempt was made in 1867 by Muhammad Nizam Khan, the former Minister of Bahawalpur, to excite disaffection

among the soldiery, and he was therefore removed from Bahawalpur and not permitted to return. The country has not since been disturbed by political troubles.

In 1872 the Nawab ceded lands in perpetuity for railway purposes, together with full proprietary and sovereign rights thereon (No. CLXVII). In 1899 the State ceded in a revised form (No. CLXVIII) full and exclusive power and jurisdiction of every kind over the lands in the State which were, or might thereafter be, occupied by the Southern Punjab railway.

In 1877 the Bahawalpur State abolished customs duties on salt and other articles, and suppressed the local manufacture of salt in its territory, and the British Government agreed to pay Rs. 80,000 a year to the State as compensation for the loss incurred. An Agreement (No. CLXIX) to this effect was concluded in 1879.

On the outbreak of the war in Afghanistan in 1878, the Nawab placed a military contingent at the disposal of the British Government, and the troops were employed on the frontier. Again, during the frontier troubles of 1897, the State supplied 1,197 camels for transport. The control and discipline of the Imperial Service troops, when serving beyond the frontier of the State, are governed by an Agreeement (see No. LXXXVI) entered into in 1900; and in the same year Bahawalpur joined the other Punjab Native States supplying Imperial Service troops in agreeing to the mutual surrender of deserters, other than officers, escaping from one State to another.

Sadik Muhammad Khan attained the age of 18 years in November 1879, and was then invested with full powers over his State, the British Agency in Bahawalpur being abolished, but the council of experienced officials, who had been associated with the Political Agent, and latterly with the Nawab himself, in the conduct of affairs, was declared, as a special case, to be irremoveable, except with the consent of the Punjab Government, until the Chief completed his twenty-first year.

The Nawab was created a Knight Grand Commander of the Star of India on the 9th November 1880. He died on the 14th February 1899, and was succeeded by his son, Muhammed Bahawal Khan, then 16 years old. A British Superintendent was appointed to conduct the administration of the State. This arrangement continued till the 30th April 1903, when the work of the Superintendent was committed to the Political Agent, Phulkian States and Bahawalpur. The young Nawab, who was educated at the Aitchison Chiefs' College, was invested with ruling powers in November 1903 under the control of the Political Agent. In March 1904 he attended the conference on Chiefs' Colleges at Ajmer as a Punjab representative

In March 1906 the restriction, which had been placed on the Nawab's powers in 1903, requiring the confirmation by the Political Agent of all death sentences passed by the Chief, was withdrawn.

The territory of Bahawalpur covers an area of 15,000 square miles; but, exclusive of the desert portion, not at present irrigated, it is a narrow strip of country of an average width of 8 miles, extending for 300 miles along the left banks of the Sutlej, Chenab, and Indus successively. The population, by the census of 1901, is 720,877. The prosperity of the country under British management is evinced by its revenue having increased from less than ten lakhs in 1866 to twenty lakhs in 1875 The present revenue is estimated at about 26 lakhs.

The military force of the State consists (1905) of 85 infantry, with 13 serviceable and 12 unserviceable guns, and 492 armed police, in addition to 186 Imperial Service cavalry and an Imperial Service transport corps of 371 men and 1,132 animals.

The Chief receives a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

No. CLIX.

TREATY concluded between the HONORABLE the EAST INDIA COMPANY and NAWAB BHAWUL KHAN, the RULER of BHAWULPORE, dated the 2nd f February 1833.

By the blessing of God the friendly connection between the Honorable the East India Company and the State of Bhawulpore, which commenced on the occasion of the Honorable Mr. Elphinstone's visit to Cabul in 1808-09, has continued uninterrupted to the present time; and now that Captain C. M. Wade, Political Agent at Loodianah, has arrived at Bhawulpore on the part of the Right Honorable Lord W. C. Bentinck, G.C.B. and G.C.H., the Governor-General of British India, in order to improve these amicable relations and concert the opening of the navigation of the rivers Indus and Sutlej, with a view to promote the general interests of commerce, which is pleasing to God, and the prosperity of the surrounding States, the following are the Articles of a Treaty which has been concluded through the agency of that Officer between the Honorable the East India Company on the one part and Nawab Ruken-ud-Dowlah Hafizul-Mulk Mukhlisud Dowlah Mahomed Bhawul Khan Abbassee Nusret Jung Behauder, the Chief of the Daoodpootras, on the other, for the purpose of confirming the friendship of the two States, the opening of the trade by the above-mentioned rivers and regulating the manner in which the arrangements connected with it are to be carried into effect:—

ARTICLE 1.

There shall be eternal friendship and alliance between the Honorable the East India Company and Nawab Mahomed Bhawul Khan, his heirs and successors.

ARTICLE 2.

The Honorable the East India Company engage never to interfere with the hereditary or other possessions of the Bhawulpore Government.

ARTICLE 3.

As regards the internal administration of his Government and the exercise of his sovereign rights over his subjects, the Nawab shall be entirely independent as heretofore.

ARTICLE 4.

The Officer who may be appointed on the part of the British Government to reside in the Bhawulpore State, shall, in conformity with the preceding Article, abstain from all interference with the Nawab's Government, and respect the preservation of the friendly relations of the two contracting parties.

ARTICLE 5.

The Honorable the East India Company having requested the use of the ... Bhawulpore for the merchants of ... wulpore agrees to grant the same. ... ersons aforesaid be provided with passports.

ARTICLE 6

The Government of Bhawulpore engages to fix, in concert with the British Government, certain proper and moderate duties to be levied on merchandize proceeding by the aforesaid route, and never to increase or diminish the same, except with the consent of both parties

ARTICLE 7

It is further agreed that the tariff or table of duties, fixed as above, shall be published for general information, and the Custom-house officers and farmers of the revenues of the Bhawulpore Government will be specially directed not to detain the passing trade, after having collected the duties, *on pretence of waiting for fresh orders from their Government, or any other* pretext.

ARTICLE 8

The tariff which is to be established for the line of navigation in question is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, or with the established chokies inland. These will remain as heretofore.

ARTICLE 9.

Merchants frequenting the said route, while within the limits of the Nawab's Government, are required to show a due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the country.

ARTICLE 10.

The proportion of duties to which the Nawab may be entitled shall be collected by his officers at the appointed places

ARTICLE 11.

The officers who are to be entrusted with the examination of the goods and collection of the duties on the part of the Bhawulpore Government shall be stationed opposite to Mithenkote and Hureekee. At no other place but those two shall boats in transit on the river be liable to examination or stoppage.

ARTICLE 4.

The British Government binds itself that the British Officer, who may reside near Mithenkote, shall not engage in trade, and (in conformity with the 4th Article of the former Treaty) that he shall not interfere in any way with the internal administration of the Bhawulpore Government.

ARTICLE 5.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which they never possessed, they are required, when taking out their passports, to produce an invoice of their cargo, which, being duly authenticated, a copy of it will be annexed to their passports.

ARTICLE 6.

Such parts of the 6th, 7th, 11th, 13th, and 14th Articles of the Treaty of the 22nd of February 1833, as have reference to the fixing a duty on the value and quantity of merchandize and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble, the toll shall be levied.

(True copy and translation.)

(Sd.) C. M. WADE,
Political Agent, etc.

Company's Seal.

(Sd.) W. C. BENTINCK.

Ratified by the Governor-General in Council on the 5th March 1835.

NO. CLXI.

DETAILED STATEMENT of the amount of Toll leviable in the Bhawulpore Territory on boats proceeding up and down the Rivers Sutlej and Indus,—1838.

Whereas by the Treaty of the 27th of the month of Shabban, 1250 Hegira, agreeing with the twenty-ninth of the month of December 1834 A.D., the Bhawulpore Government is entitled, on account of the whole extent of its territory, to levy at the appointed places a toll of one hundred and six rupees, twelve annas, and three pice, on all boats laden with merchandize proceeding from Rooper towards the sea, or from the sea towards Rooper, the same will continue in force; but as some of the boats

are found not to pass through the whole extent of the Bhawulpore territory, but, on the contrary, to lay in cargoes at, and set out from, or dispose of their cargoes at, and return from, places on the way, it is therefore agreed that, on such boats, the amounts of [illegible] the relative distances of the places from [illegible] take their departure, or from which, afte[illegible] turn, as follows —

	Rs.	a.	p.
1st [illegible]	53	6	1½
Ditto ditto from beyond the eastern frontier, to Bhawulpore, and *vice versâ*	66	11	8
On all boats laden with merchandize proceeding from beyond the eastern frontier to Chachram, and *vice versâ* .	93	6	8½
Ditto ditto from beyond the N.-E. frontier to the S.-W. Frontier, and *vice versâ*	106	12	3
2nd – In the same manner on all boats laden with merchandize proceeding from beyond the S.-E frontier to Chachram, and *vice versâ*, the Bhawulpore Government is entitled to levy, both in coming and going, on account of river toll, the sum noted in the margin	13	5	6
In the same manner on all boats laden with merchandize proceeding from beyond the S.-W. frontier to Bhawulpore, and *vice versâ*	40	0	6
Ditto ditto from beyond the S.-W. frontier to Khairpur, and *vice versâ*	53	6	1½
Ditto ditto from beyond the S.-W. frontier to the N.-E. frontier, and *vice versâ*	106	12	3
3rd—On all boats laden with merchandize from the rivers of the Punjab that enter the channel of the Sutlej and Indus, opposite the ferry of Bakri, if they proceed from the above ferry to beyond the S.-W. frontier of the Bhawulpore Territory, and into a foreign territory, or *vice versâ*, the Bhawulpore Government is entitled to levy, on account of river toll, and according to the extent of its territory traversed, the sum noted in the margin	26	11	0½
Ditto ditto on boats proceeding from the ferry of Bakri to beyond the N.-E. frontier and into a foreign territory, and *vice versâ*	85	1	2½

4th—On empty boats no duty is to be levied

5th—At whatever place in the Bhawulpore Territory merchants may stop to lay in, or dispose of cargo, agreeably to the former Treaties, they will pay the established duties of that place on the purchase and sale of goods

(Sd.) F. Mackeson

Approved by the Governor-General of India on the 11th October 1838.

No. CLXII.

PROPOSED RATES for the NAVIGATION of the SUTLEJ and the INDUS by MERCANTILE BOATS (excepting the NAWAB BHAWUL KHAN'S own merchants and subjects) to be paid for the transit through the BHAWULPORE TERRITORY,—1840.

ARTICLE 1.

Grain, wood, and limestone, free, as in the Lahore Territory.

ARTICLE 2.

Besides the above three things, duties to be levied on all sorts of merchandize, according to the three sizes of boats.

ARTICLE 3.

	Rs.
A boat not capable of containing more than 250 maunds of freight proceeding from Rojhan, or Kote Mithun, to the foot of the hills, Roopur, Loodiana, etc., or from Roopur, or Loodiana, to Rojhan or Kote Mithun	10
A boat above 250 maunds, and not exceeding 500 maunds	20
A boat above 500 maunds	40

ARTICLE 4.

Nos. 1, 2, or 3 to be written in large letters on the boat, to show the class to which each boat belongs.

Dated 5th August 1840, corresponding with 5th Jummad-oos-sanee 1256 Hegira.

(True translation.)

(Sd.) GEORGE CLERK,
Agent, Governor-General.

Sanctioned by the Governor-General of India in Council on the 31st August 1840.

No. CLXIII.

AGREEMENT regarding the levy of DUTIES on MERCHANDIZE in transit through the BHAWULPOOR STATE (excepting the merchants and mercantile firms, the proper subjects of the Bhawulpoor State). The following Articles have been agreed to between the British and the Bhawulpoor Governments,—1843.

First—On boats freighted with merchandize going up or down the river through the Bhawulpoor Country, the duty shall be only one-half of the present fixed rates

Second—On merchandize passing in any direction by land, no other duties shall be levied than the following, *viz* —

	Rs	*a.*	*p.*	
On a hackery laden with merchandize	2	0	0	
On a camel ditto ditto	1	0	0	and
On a mule, pony, bullock or an ass laden with merchandize .	0	8	0	

Third—Any merchant having with him a passport or "rowannah" according to the form annexed to this Agreement, shall pass safe, unmolested, and without search by the local officers on the road

Fourth.—If any merchant buy or sell the merchandize at any place or town on the road, he will have to pay there the usual local duties

Fifth—As there exist no pukha wells and caravanseraies for the use of travellers on the road from Bhawulpore to Sirsa, the Bhawulpore Government will, throughout its jurisdiction, at every stage, prepare pukha wells and caravanseraics for the comfort of travellers, as well as a road along that route, and keep it in order by taking constant care to keep it in repair

Sixth.—This agreement has been drawn up in accordance with the friendship subsisting between the two Governments, and in order that merchants may satisfactorily, and in true confidence, engage in the trade

Dated 15th Shaban, 1259 Hegira, corresponding with 11th September 1843 A. D.

Seal of the Nawab.

(True translation)

(Sd) R N C. HAMILTON.

Notified in the *Calcutta Gazette* by Order of the Governor-General of India in Council on the 28th October 1843

No. CLXIV.

TREATY between the HONORABLE the ENGLISH EAST INDIA COMPANY and NAWAB BHAWUL KHAN BAHADOOR, the NAWAB of BHAWULPORE, concluded by LIEUTENANT MACKESON on the part of the HONORABLE COMPANY, in virtue of full powers granted by the RIGHT HONORABLE GEORGE, LORD AUCKLAND, G.C.B., GOVERNOR-GENERAL of INDIA, and by MOONSHEE CHOWKAS RAI on the part of the NAWAB BHAWUL KHAN BAHADOOR, according to full powers given by the NAWAB,—1838.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honorable Company and Nawab Bhawul Khan Bahadoor and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE 2.

The British Government engages to protect the Principality and territory of Bhawulpore.

ARTICLE 3.

Nawab Bhawul Khan, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

ARTICLE 4.

The Nawab, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Nawab, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Nawab of Bhawulpore will furnish troops at the requisition of the British Government according to his means.

ARTICLE 7.

The Nawab, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that Principality

ARTICLE 8.

This Treaty of seven Articles having been concluded and signed and sealed by Lieutenant Mackeson and Moonshee Chowkas Rai, the ratifications by the Right Honourable the Governor-General and Nawab Bhawul Khan Bahadoor shall be exchanged within 40 days from the present date

Done at Ahmudpore this 5th day of October A D 1838, corresponding with the 14th of Rajabul Murajeb, 1254 Hegira.

Governor-General's Seal	(Sd) AUCKLAND.

Ratified and confirmed by the Right Honourable the Governor-General at Simla, the 22nd day of October Anno Domini 1838

No. CLXV.

AGREEMENT EXECUTED by MAHOMMED SADIK KHAN, EX-CHIEF OF BHAWULPORE.

1. Mahommed Sadik Yar *alias* Mahommed Sadik Khan agrees on his own behalf and on that of his descendants from generation to generation to give up all claim of right to the throne of Bhawulpore.

[illegible] time, without the per- [illegible] messages to, or to hold [illegible] officers or agents of the

Bhawulpore State, and if he acts contrary to this, he will be liable to render a strict account to the British Government.

4. Mahommed Sadik Khan agrees to this, that, after once entering British territory, he will not, without the permission of the ruler of Bhawulpore, at any time, present or future, entertain near him any servants or dependants of the Bhawulpore State, whether in the employ of, or dismissed by, that State.

5. Mahommed Sadik Khan agrees to give up all claim to take away any persons connected with him, except his wives and female servants, to the number of 10 persons.

6. Mahommed Sadik Khan agrees and consents never to sue the ruler of Bhawulpore in any Court of the British Government either here or in England, on account of any claim on the Government of Bhawulpore; and he will never at any time institute any action or complaint against the ruler. His claims are void and unworthy of a hearing in accordance with this Agreement.

7. Mahommed Sadik Khan freely allows that he has no further claims to any property in the State of Bhawulpore beyond the allowance made him for retinue, jewels, etc., and beyond the sum of Rs. 1,600 as his personal allowance, the half of which sum is Rs. 800.

8. The State of Bhawulpore agrees to pay, through British Officers, into the Mooltan treasury, every month, for the life of Mahommed Sadik Khan, monthly allowances, besides such particular expenses as may be absolutely necessary, but nothing else besides. After the death of Mahommed Sadik Khan, the half of his monthly allowance (of Rs. 1,600) will be paid to his heirs.

9. The British Government provides and guarantees that the conditions above-mentioned shall be maintained by Mahommed Sadik Khan, without his attempting any disturbance towards Futteh Khan and towards his heir, and the Nawab Mahommed Futteh Khan Bahadoor will remain seated on the throne of Bhawulpore with the consent of the British Government.

(A true translation.)

(Sd.) W. SETON-KARR.

NO. CLXVI.

PROCLAMATION,—1866.

The Government of India having, at the earnest and repeated solicitation of His Highness the Nawab of Bhawulpore, and the leading men of the State, consented to interfere in the affairs of the country and administer them through a British officer, during the minority of the present Chief, the Hon'ble the Lieutenant-Governor is pleased, with the approval of the Right

Honorable the Governor-General in Council, to appoint W. Ford, Esquire, C.S.I., Commissioner of the Multan Division, to be Political Agent and Superintendent of Bhawulpore, with effect from the 20th July.

By order, etc.,
(Sd.) T. H. THORNTON.

The 3rd August 1866.

Secy. to Govt., Punjab.

No. CLXVII.

TRANSLATION of a letter signed by CAPTAIN L. H. GREY, OFFICIATING POLITICAL AGENT and SUPERINTENDENT, and TAJ MAHOMED KHAN, COUNCILLOR, COMMANDER of the FORCES, and JUTTU MUL, SUB-COUNCILLOR, of the BHAWULPOOR STATE, and bearing the Seal of the NAWAB MAHOMED SADIK KHAN, addressed to the SECRETARY to the GOVERNMENT, PUNJAB,—1872.

In reply to your letter No. 873, dated 5th December *1871*, *it is* written

Government in perpetuity by free-will on *part* of *this* State, together with complete criminal and revenue and other jurisdiction over the limits of the line. Henceforth the Bhawulpore State will have no jurisdiction therein.

No. CLXVIII.

AGREEMENT entered into by the BAHAWALPUR STATE regarding the cession of jurisdiction on that part of the SOUTHERN PUNJAB RAILWAY which lies within the BAHAWALPUR STATE.

H. GREY, *Colonel*,
Superintendent, Bahawalpur State.

No. CLXIX.

AGREEMENT for the security of the Salt revenue of British India, in the event of the abolition of the Inland Customs Line, and for the abolition of duties within the Bahawalpur State, between the BRITISH GOVERNMENT and HIS HIGHNESS SADIQ MUHAMMAD KHAN ABBASI, Nawab of Bahawalpur, his heirs and successors, executed on the one part by MAJOR LEOPOLD JOHN HERBERT GREY, C.S.I., Political Agent and Superintendent, Bahawalpur, under authority from the HON'BLE ROBERT EYLES EGERTON, C.S.I., Lieutenant-Governor of the Punjab, in virtue of the full powers vested in His Honor by the Governor-General of India in Council, and on the other part by GUL MUHAMMAD KHAN, maternal uncle of His Highness the Nawab of Bahawalpur; and JUTTU MULL, MAKHDUM GULAM ALI SHAH, and ALI GOHAR KHAN, Ministers of the State,—1879.

The following Articles are agreed poun :—

ARTICLE 1.

His Highness the Nawab of Bahawalpur agrees to suppress and absolutely prohibit and prevent, the manufacture of salt within any part of the Bahawalpur State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase all existing salt-works, so that salt cannot there be made.

ARTICLE 2.

No tax, toll, transit duties, or due of any kind whatsoever, shall be levied by, or with the permission or knowledge of, the Nawab of Bahawalpur, on salt, sugar, or any other articles, whether exported from, or imported into, or carried through, the Bahawalpur State. Provided that nothing in this Article shall be held to prohibit the levy, at the town gates, of octroi, choongi, or other cess or duty on the aforesaid articles, imported for actual consumption therein, into towns the population of which exceeds 5,000 inhabitants. Provided also that nothing in this Article shall be held to debar the Nawab of Bahawalpur from levying such duties on bhang, ganja, spirits, opium, or other intoxicating drug or preparation as he may consider necessary for excise purposes.

ARTICLE 3

The Nawab of Bahawalpur agrees to prevent the importation into, and consumption within, the Bahawalpur State of any salt whatever other than salt on which duty has been levied by the British Government. The Nawab of Bahawalpur agrees also, if so required by the British Government, to prohibit the export from his State into British territory of bhang, ganja, spirits, opium, or other intoxicating drug or preparation.

ARTICLE 4

If any considerable stocks of salt be proved to exist within the Bahawalpur State at the time when this Agreement comes into force, the Nawab of Bahawalpur will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as may be fixed by His Highness or of paying to the said Agent su nnas per maund on such salt, In the event of the owners as aforesaid accepting the latter alternative, they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise

ARTICLE 5.

The losses of salt manufacturers in the Bahawalpur State, consequent on the suppression of local salt-works hereinbefore provided for, having been considered in concert by the British and Bahawalpur Governments, the British Government hereby agree to pay to the Nawab of Bahawalpur a lump sum of Rupees one thousand and two hundred (Rupees 1,200) as [illegible] to the said manufacturers and the Nawab of Bahawalpur with the Poli- most equitable.

ARTICLE 6.

In consideration of the due and effectual observance by the Nawab of Bahawalpur of all tl [illegible] ernment agree to pay thousand (Rupees 80, be paid after the expiration of six months from the date on which this Agreement comes into force

Further, the Nawab of Bahawalpur hereby engages to compensate equitably any of his feudatories, jaghirdars, or other subordinate right-holders for any losses they may sustain in consequence of the abolition of duties on salt and sugar heretofore rightfully levied by them.

ARTICLE 7.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 8.

This Agreement is to come into force from a date to be fixed by the British Government.

Signed at Bahawalpur on the thirteenth day of January A.D. one thousand eight hundred and seventy-nine, corresponding to the nineteenth day of Mohurrum in the year of the Hejira twelve hundred and ninety-six.



LEOPOLD JOHN HERBERT GREY, *Major,*
Poltl. Agent and Supdt. of the Bahawalpur State.



Signed in Persian characters,
GUL MUHAMMAD.



Signed in Persian characters,
JATT MALL.



Signed in Persian characters,
GHULAM ALI SHAH.



Signed in Persian characters,
ALI GAUHAR KHAN.



(Sd.) LYTTON,
Viceroy and Governor-General of India.

This Agreement was ratified by the Governor-General of India in Council at Lahore on the first day of April A.D. 1879.

(Sd.) A. C. LYALL,
Secy. to the Govt. of India, Foreign Dept

APPENDICES.

APPENDIX No. I.—*Page 2.*

AGREEMENT concluded in A.D. 1751-52.

AGREEMENT between the PEISHWA and GAEKWAR regarding the PARTITION of TALOOKA SONGUR and other MEHALS in PRANT GUZERAT, executed near KUSBA NUVAPORE on the 24th Jemmadee-ool-awul Sunnut Isnein-wu Khumseen-wu Myat-wu-Ulf (A.D. 1751-52).

Svrat Attaveessee Rajwara Mehal.

				Jumma.			Swuraj.			Mogulaee.		
	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
Pergunnah Vusraee				64,000	0	0	64,000	0	0	..		
" Gunhl				59,000	0	0	50,000	0	0	9,000	0	0
" Mandvee				30,500	0	0	30,500	0	0	.		
" Turkeshwur				6,500	0	0	6,500	0	0	...		
" Kamrej				44,000	0	0	30,000	0	0	14,000	0	0
" Chowrassee				1,37,500	0	0	1,05,000	0	0	32,500	0	0
" Bulesar				85,000	0	0	60,000	0	0	25,000	0	0
" Mota				10,000	0	0	9,000	0	0	1,000	0	0
" Kurod				30,500	0	0	29,500	0	0	1,000	0	0
" Tembha				40,500	0	0	31,000	0	0	9,500	0	0
" Tekundee				72,500	0	0	66,000	0	0	6,000	0	0
" Murolee				42,500	0	0	40,000	0	0	2,500	0	0
" Nowsaree				17,000	0	0	15,000	0	0	2,000	0	0
" Ghundevee				65,000	0	0	46,500	0	0	18,500	0	0
" Bisunpore				12,000	0	0	12,000	0	0	..		
" Mohé				41,000	0	0	36,000	0	0	5,000	0	0
" Anas				3,000	0	0	3,000	0	0			
" Viaré				11,000	0	0	11,000	0	0			
" Khurké				3,000	0	0	3,000	0	0	..		
" Puté Mahale				6,000	0	0	6,000	0	0	..		
" Mhasrut				3,000	0	0	3,000	0	0	...		
" Rajpeepla, with its five Mehals, etc.				70,000	0	0	70,000	0	0	...		
" Vunvar				11,000	0	0	11,000	0	0	.		
" Kasé				3,500	0	0	3,500	0	0	...		
" Dhamoree				3,000	0	0	3,000	0	0	..		
" Chikhlee				67,000	0	0	51,500	0	0	15,500	0	0
Kushba Veripar				25,000	0	0	16,500	0	0	8,500	0	0
" Raner				10,000	0	0	...			10,000	0	0
Duties, *viz.*—												
From the Punch Mehal beyond the Taptee, Rs.	33,000	0	0									
From Viaré	12,000	0	0									
	45,000	0	0	45,000	0	0	45,000	0	0	...		
				10,18,000	0	0	8,58,000	0	0	1,60,000	0	0

The jumma and duties of the mehals between the north bank of the Rewa and the south bank of the Mahee:—

	Rs.	a.	p.
Pergunnah Baroda	5,00,000	0	0
" Broach together with the Foorza	2,25,000	0	0
" Korulbunder	40,000	0	0
" Sinore	85,000	0	0
" Vaghora	25,000	0	0
" Saekhera	25,000	0	0
" Tilukwar	5,000	0	0
	9,05,000	0	0

(The jumma) and duties of the Rastee Mehals on the north bank of the Mahee:—

	Rs.	a.	p.
Pergunnah Duskuroee, *alias* Huwelee Ahmedabad, together with a half of the city	1,00,000	0	0
Pergunnah Petlaud, a half	3,00,000	0	0
" Dhotka	2,50,000	0	0
" Matur	50,000	0	0
" Nuryad	75,000	0	0
" Mowdha, together with Oomurla	75,000	0	0
	8,50,000	0	0

GENERAL ABSTRACT.

	Rs.	a.	p.
28 Pergunnahs, Surat Attaveessee Rajwara	10,18,000	0	0
7 " between the north bank of the Rewa and the south bank of the Mahee	9,05,000	0	0
5 Rastee Mehals on the north bank of the Mahee	8,50,000	0	0
	27,73,000	0	0

To be deducted on account of the mehals granted to the Gaekwar for the support of his family, *viz.*:—

	Rs.	a.	p.
Pergunnah Viaré	11,000	0	0
" Kurod	30,000	0	0
" Tembha	40,000	0	0
" Sinore	85,000	0	0
" Mota	10,000	0	0
" Walvur	11,000	0	0
" Kasé	3,500	0	0
Kusba Raner	10,000	0	0
Pergunnah Dharner	3,000	0	0
" Chikhlee	67,000	0	0
Kusba Vuriyao	25,000	0	0
Pergunnah Tilukwar	5,000	0	0
	3,00,500	0	0

The remaining mehals are nine in number, viz.:—

1. Talooka Mohun.
2. „ Gohelwar.
3. Sirkar Sorut and Joonagurh, together with the mint, 62 Mehals.
4. Talooka Ismalnuggur, *alias* Nowanuggur.
5. „ Soornee Rajwara
6. Kutch Bhooj, the Indus, and Tatta.
7. Talooka Jutwara, Sawulpore.
8. Shree Dwarka Prant Kabee.
9. Talooka Danta.

Thus, from Rupees twenty-seven lakhs and seventy-three thousand, a sum of Rupees three lakhs and five hundred is granted for the maintenance of the [illegible] Rupees twenty * lakhs [illegible], twelve more mehals acquired by force of arms have been partitioned, and the particulars regarding further nine talookas are stated above This is the agreement Enquiry is also to be made whether any mehals have been omitted, and if so, they are to be divided equally, and if tribute is acquired from any country it is to be divided in proportion to the troops employed This is the agreement. The revenue is to be divided equally Let this be known

Dated 24th Jemmadee-ool-awul (A D 1751-52).

(True translation.)

(Sd) C J Erskine,

Deputy Secretary to Government

*24,72,500

BARODA.

APPENDIX No. II.—*Page 2.*

PARTITION TREATY of KATTIAWAR.

AGREEMENT with SHREEMUNT RAJESHREE PUNT PRUDHAN regarding the PARTITION of the DISTRICTS of SORUT, HALLAR, GOHELWAR, and KATTIAWAR, executed in the year Sunnut Salas-wu-Khumseen-wu-Myat-wu-Ulf (A.D. 1752-53).

		Number of villages.	Amount of jumma (in rupees).	Present amount of revenues.
Pergunnah Gondul, Megnee, and Ardvee		84	8,000	29,500
" Surdhar, Rajkot, and Jurdhun		141	1,00,000	25,000
" Kudolne		32	4,000	2,000
" Dehupachur Khuree		12	10,000	2,750
" Khuree		24	50,000	5,300
" Kakwar		24	30,000	3,000
" Sisang		12	10,000	700
" Rudale		12	35,000	6,000
Prant Dhala and Bala Sarung		32	10,000	1,500
" Khurba and Memana		12	5,000	500
Pergunnah Khubliyé		52	40,000	4,500
" Durdhurree and Nikavé		12	40,000	4,125
" Khurikarisor		12	25,000	500
Prant Mora		24	10,000	400
" Ghurka		12	10,000	500
Pergunnah Royenbhegan		12	5,000	500
" Huwelee Islam, *alias* Nowanuggur		90	1,50,000	13,000
" Banswara		84	1,25,000	30,000
" Sultanpore and Huwelee		24	60,000	3,000
" Juyutpore		64	60,000	1,000
" Derwale		15	40,000	400
Prant Rajunpore Mhysana		102	1,00,000	5,000
" Oopteguta		52	40,000	2,000
" Batoové		84	1,00,000	...
Pergunnah Katiyané		115	1,00,000	7,000
" Mangrol, together with the Bunder		228	3,60,000	25,000
" Porbunder		24	1,00,000	12,500
Kusba Bhuré		1	10,030	500
Pergunnah Chowara		20	25,000	10,000
" Medurdé		84	70,000	2,000
Prant Gogo, together with the Bunder		118	1,40,000	28,000
" Surva		24	19,000	1,000
" Bhikarba		84	10,000	1,200
" Bhurlee		84	45,000	5,025
" Buher		24	20,000	3,000
Pergunnah Jodhpoor Vyjahalee		12	35,000	3,325
" Junagurh Nutvé, *viz.*—				
41 Villages of Talooka Huwelee	30,000			
24 " " Datné	15,000			
24 " " Nilad	5,000			
89	50,000	89	50,000	10,000
Pergunnah Oonadlever, together with the Bunder		120	1,00,000	15,000
38 Mehals		2,081	22,59,000	2,85,300

The above mehals are 38 in number, and contain about 2,081 villages. Their "kamil jumma" is korees 22,59,000, and their present "jumma" is Rupees 2,85,300 This share has been taken by the Sircar, and I agree to it. Besides these there are Jumanut mehals to be held jointly, and which are as follows:—

1 Shree Jugutdharka Bunder.
1 The city of Joonagurh, together with the Sayur, Gumsal, Foujdharee, Dundpoorohee, and Kotwallee of the city.
1 Dieu Bunder.

—
3
—

The above three mehals remain joint property; both parties shall station Umuldars to conduct the management, and shall divide equally the amount of collection The Mohturfa revenue of the city of Joonagurh shall also be [illegible]

shall exact equal service from him Neither my Umuldars nor my troops shall molest on account of ghasdana, etc; neither party shall afford asylum to the girassias, talookdars, ryots, or zemindars of their respective mehals. If my ryots, zemindars, or Mewassees go to the talookas which form the Sircar's share, they shall not be afforded asylum The Umaldars of the respective parties shall exercise their authority within their respective shares, and no interference shall be exercised with each others mehals Should any new country, in addition to that partitioned, be acquired by force of arms, it shall be equally divided If any mehal, in addition to those which have been divided, should have remained unpartitioned from oversight, it shall be shared equally after an enquiry. These are the conditions of the partition.

(True translation)

(Sd). C. J Erskine,

Deputy Secretary to Government.

MEMORANDUM* regarding the PARTITION of the TALOOKAS IN PRANT KATTIAWAR and the MAHEE KANTA, executed in the year Sunnut Salas-wu Myatein-wu-Ulf, corresponding with Sumwut 1859, or A. D. 1802-03.

	The Sircar's (Peishwa's) Share.			The Gaekwar's Share.		
	Rs.	a.	p.	Rs.	a.	p.
Talooka Moorvee, together with Tunkaria	13,000	0	0	72,000	0	0
" Nowanuggur	37,903	8	0	48,750	0	0
" Dhurol, together with the Bhayads	0	0	0	4,325	0	0
" Rajkot, ditto ditto	21,550	0	0	4,500	0	0
Mouza Mungonee, together with the Bhayads	0	0	0	550	0	0
" Rajpore and Kharazura	0	0	0	701	0	0
" Bhawa	0	0	0	215	0	0
" Dehree and Moolee	0	0	0	75	0	0
" Sisang	0	0	0	50	0	0
" Veerpore Khurerce	2,000	0	0	450	0	0
" Sacthul and Waree	1,000	0	0	250	0	0
Talooka Gondul Dhorajee	61,925	0	0	61,925	0	0
Mouza Bhilkha	0	0	0	8,300	0	0
" Atkote	2,678	0	0	100	0	0
Koopache Kothré	0	0	0	225	0	0
Talooka Batwa	32,000	0	0	700	0	0
" Foolbunder	2,900	0	0	6,000	0	0
" Joonagurh	1,400	0	0	59,300	0	0
" Umrapore	0	0	0	70	0	0
" Drafa	4,500	0	0	500	0	0
Mouza Ramsura	0	0	0	2,300	0	0
" Bahrawur	0	0	0	2,600	0	0
Talooka Umrolee	0	0	0	3,068	0	0
Mouza Chumardee	0	0	0	600	0	0
" Chaora	0	0	0	2,500	0	0
" Babra	2,500	0	0	0	0	0
Talooka Dawa Suvaya, etc.	0	0	0	4,600	0	0
" Palitana	0	0	0	5,500	0	0
" Wank	0	0	0	3,000	0	0
" Ghuriyalee	0	0	0	1,500	0	0
" Sumdiyalé and Chabooté	0	0	0	675	0	0
Mouza Sajpore Kothré	0	0	0	150	0	0
" Ruttunpore	0	0	0	465	0	0

Pergunnah Kethee, viz.:—

	Rs.	a.	p.
Mouza Ramunke	150	0	0
" Chitrao	50	0	0
" Umulpore	150	0	0
" Vaoree	175	0	0
" Varode	125	0	0
" Bhonaodura	25	0	0

* This Memorandum appears to have been prepared by the Gaekwar towards the expiration of his first farm of Ahmedabad from the Peishwa, but it was not accepted by, or even formally communicated to, the Peishwa till the expiration of the second farm of Ahmedabad in 1814, when the Peishwa resumed the management of his possessions in Kattiawar and Ahmedabad.

				The Sircar's (Peishwa's) Share			The Gaekwar's Share.		
	Rs.	a.	p.	Rs	a	p.	Rs	a	p.
ouza Durékutee	60	0	0						
" Rajpeepla	200	0	0						
Kirkol (Sundry),	1,790	0	0						
Mouza Nimbia	200	0	0						
	3,125	0	0						
				0	0	0	3,125	0	0
Mouza Suhujalpore Katewara				0	0	0	160	0	0
" Chotla				0	0	0	60	0	0
" Mehwusa				0	0	0	150	0	0
" Paliyad				300	0	0	150	0	0
" Soobasra				0	0	0	71	0	0
Talooka Drangdra				47,905	0	0	0	0	0
Mouza Anundpoordo Kashee				0	0	0	180	0	0
" Bharla				0	0	0	625	0	0
" Ujmer				0	0	0	51	0	0
" Chohree				0	0	0	150	0	0
" Soodumra				500	0	0	500	0	0
" Thamulporé				550	0	0	250	0	0
" Bamhunbaré				0	0	0	125	0	0
" Goodal				0	0	0	1,350	0	0
" Jusdhun				0	0	0	900	0	0
" Sumdiyal				0	0	0	550	0	0
" Kathikoopnee				0	0	0	575	0	0
Talooka Bhownuggur				0	0	0	70,000	0	0
Mouza Nagnesh				0	0	0	700	0	0
Talooka Nimbree, together with the Bhayads				58,606	0	0	2,000	0	0
" Wudhwan, together with the Bhayads				34,346	8	0	0	0	0
" Sayula				15,000	0	0	0	0	0
" Moolee				2,720	0	0	0	0	0
" Wakaneer				12,549	0	0	0	0	0
" Choora				10,000	0	0	0	0	0
Kayajiché Kothré				500	0	0	0	0	0
Talooka Lugtarchegavé				3,500	0	0	0	0	0
" Kothré Sagame, together with the Bhayads				21,025	0	0	0	0	0
" Khirsura				3,000	0	0	0	0	0
" Jetpore				34,690	0	0	0	0	0
" Pithaché Kothré				3,450	0	0	0	0	0
" Alumdhunyanee, viz. —	Rs	a	p.						
Alumdhunyanee	4,900	0	0						
Mouza Juhur	2,300	0	0						
" Girmala	275	0	0						
Kirkol (Sundry)	955	0	0						
	8,430	0	0	0	0	0	8,430	0	0
Mouza Jusapoorwa				0	0	0	550	0	0
" Dhusa				0	0	0	5,800	0	0
Talooka Dewanee				0	0	0	1,884	0	0
Mouza Unchané				0	0	0	825	0	0
Talooka Jadlee				0	0	0	2 666	0	0
" Jaliya				0	0	0	2,400	0	0
" Bajané				14,720	0	0	0	0	0
Mouza Gurivo				2,000	0	0	0	0	0
" Punchigaon				0	0	0	750	0	0

				The Sircar's (Poishwa's) Share			The Gaekwar's Share.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Talooka Chuvulchigavé, *viz.* :—									
Mouza Zoovia	3,323	0	0						
„ Ijpore	403	0	0						
„ Chathlen	438	8	0						
„ Goomanpore	504	0	0						
„ Mahomedpore	286	0	0						
„ Bhakasuné	49	0	0						
„ Paldé	562	0	0						
„ Nudasa	64	0	0						
Visdora	908	0	0						
Mouza Rataee	31	0	0						
„ Pikélee	162	0	0						
„ Vithlapore	500	0	0						
„ Dekawaré	3,300	0	0						
„ Chunikur	1,375	0	0						
„ Kookwas	2,010	0	0						
„ Puhar	1,325	0	0						
„ Dhudhana	1,810	0	0						
„ Vanota	2,700	0	0						
„ Mugona	300	0	0						
„ Agwa	300	0	0						
„ Kuthosun	175	0	0						
„ Goonjala	75	0	0						
„ Paturee	5,000	0	0						
„ Dhusara	11,700	0	0						
„ Jhijwara	13,500	0	0						
	50,601	8	0	50,601	8	0	0	0	0
„ Chulakula				0	0	0	2,300	0	0
				5,38,019	8	0	4,09,521	0	0
Mahee Kanta :—									
Mouza Khureda				0	0	0	1,401	0	0
„ Bhadurva				0	0	0	9,200	0	0
„ Raniyé, etc.				0	0	0	750	0	0
„ Uleena Thasra				0	0	0	3,100	0	0
„ Purvulé and other Mewassee villages				0	0	0	6,215	0	0
Kusba Bala Sinore				0	0	0	11,750	0	0
Mouza Itaree				0	0	0	50	0	0
„ Uttursoobé, Lowanipore, and other villages				0	0	0	2,059	0	0
„ Chipuria				0	0	0	1,001	0	0
„ Umripore				0	0	0	37	8	0
„ Moondlé				0	0	0	205	0	0
„ Udal				0	0	0	201	0	0
„ Bhurkoonda				0	0	0	131	0	0
„ Pichiyalé				0	0	0	244	0	0
„ Kamar Khar				0	0	0	125	0	0
„ Ghorasur				0	0	0	4,251	0	0
„ Khural				0	0	0	3,401	0	0
„ Kutiyalee				0	0	0	1,201	0	0
„ Bhayura				0	0	0	412	0	0
„ Muhisal				0	0	0	1,150	0	0
„ Luvhar				0	0	0	2,001	0	0

	The Sircar's (Peishwa's) Share.			The Gaekwar's Share		
	Rs	*a.*	*p.*	*Rs*	*a*	*p.*
Mouza Aharache Muvaré	0	0	0	701	0	0
" Fuloodré	0	0	0	550	0	0
" Puthavud	0	0	0	66	0	0
" Vaghut	0	0	0	34	0	0
" Baghdol	0	0	0	75	0	0
" Ruttunpore	0	0	0	75	0	0
" Khanpore	0	0	0	501	0	0
" Dhursanechowchale	0	0	0	976	0	0
" Baroda	0	0	0	198	0	0
" Bardolee	0	0	0	442	0	0
" Shulmee	0	0	0	275	0	0
" Shamilgnee	0	0	0	100	0	0
" Kurjohara	0	0	0	150	0	0
" Watwa	0	0	0	126	0	0
" Irdar	0	0	0	275	0	0
" Wasna	0	0	0	6,166	0	0
Wasna Vursor	0	0	0	3,151	0	0
" Pithapore	0	0	0	11,501	0	0
" Mansé	0	0	0	15,454	0	0
" Limbora	0	0	0	370	0	0
" Soonachemuvaré	0	0	0	51	0	0
" Hursol	0	0	0	2,084	0	0
" Purantee	0	0	0	1,751	0	0
" Mungoree	0	0	0	150	0	0
" Manpore	0	0	0	686	0	0
" Satwa	0	0	0	800	0	0
" Umliyaré	0	0	0	151	0	0
Talooka Hudooré	0	0	0	92,221	0	0
" Amulgur, Hattees' villages	0	0	0	16,408	0	0
Mouza Walasun	0	0	0	431	0	0
" Hurole	0	0	0	175	0	0
" Dhurwaré	0	0	0	4,816	0	0
" Datar	0	0	0	3,201	0	0
" Soodasuné	0	0	0	1,300	0	0
" Kajarjé	0	0	0	14,184	0	0
Talooka Chuvulchigaon	0	0	0	3,787	0	0
Mouza Kutoosun	0	0	0	2,027	0	0
Talooka Pahlunpore	15,000	0	0	35,901	0	0
Mouza Burumwaré	0	0	0	131	0	0
" *Oomété*	*0*	*0*	*0*	*15,001*	*0*	*0*
" Unugre	0	0	0	301	0	0
" Kaoree	0	0	0	100	0	0
" Bhanpore	0	0	0	40	0	0
Mewassee villages of Mouza Nuryad	0	0	0	4,100	0	0
Kamvachapoora	0	0	0	353	0	0
Mouza Dueethan	0	0	0	7,501	0	0
" Golve	0	0	0	2,518	0	0
" Sarod	0	0	0	2,025	0	0
" Veerpore	0	0	0	2,990	0	0
" Almelee	0	0	0	1,600	0	0
	15,000	0	0	3,00,622	0	0

	Rs.	a.	p.	The Sircar's (Peishwa's) Share Rs.	a.	p.	The Gaekwar's Share. Rs.	a.	p.
Kitta Jumma, *viz.*:—									
The Sookree, Beenee, Bandaree, Furmas, Dundpoorohé, etc., of Mahee Kanta, levied by Hursing and others, as per accounts of Sumwut 1853 (A.D. 1796-97)	25,518	12	0						
The Beenee and Bandaree of Prant Kattiawar levied by Sheoram Jugdeesh, as per accounts of Sumwut 1854 (A. D. 1797-98) .	12,101	0	0						
	37,619	12	0						
The particulars of the division of this amount are as follows, *viz.*:—									
The Peishwa's share from the amount of Rupees 12,101 from Kattiawar is . . .	6,000	0	0						
The Gaekwar's share *viz.*:— Rs. a. p.									
Mahee Kanta 25,518 12 0									
Kattiawar 601 0 0									
	31,619	12	0	6,000	0	0	31,619	12	0
	37,619	12	0						

General Abstract.

	The Sircar's (Peishwa's) Share. Rs.	a.	p.	The Gaekwar's Share. Rs.	a.	p.	Total. Rs.	a.	p.
Kattiawar, Jhalwar, Chuval, Jutwar, etc.	*5,38,019	8	0	4,09,521	0	0	9,47,540	8	0
Mahee Kanta . . .	15,000	0	0	3,00,622	8	0	3,15,622	8	0
Beenee, Bandaree, etc. . .	6,000	0	0	31,619	12	0	37,619	12	0
	5,59,019	8	0	7,41,763	4	0	13,00,782	12	0

(True translation.)†

C. J. Erskine,

Deputy Secretary to Government.

* Memorandum.—In the amount of the Peishwa's share from Kattiawar and the Chouth the amount is stated above Rupees 5,38,019-2-0. This is an error in the addition, as the amount is Rupees 4,80,419-2-0.

The Gaekwar's share is also stated Rupees 4,09,521, but this should be Rupees 4,01,091, making *both shares* Rupees 8,81,510-2-0.

For the Mahee Kanta produce a similar error exists, the Gaekwar total there being shown at Rupees 3,37,475-1-0; it should be Rupees 3,58,475-1-0, a difference of Rupees 5,233.

The Arabic year 1215 corresponds with A.D. 1814-15, at which time the farm of Ahmedabad expired and Bajee Rao resumed the management.

† Note.—*On the back of the document from which the above translation has been made,* Mr. Chaplin, when Commissioner in the Deccan, endorsed the following remarks:—

"From 1790-91 there are no papers relating to Kattiawar in the duftur till the Arabic year 1203 (A.D. 1802-03), when the Gaekwar having expelled the Peishwa's authority three or four years before, made a distribution of the shares of the two States, as set forth in the within.

"This paper does not appear to have been acceded to or accepted, or even communicated to the Peishwa, until 1215 (or A.D. 1814-15), when the Resident presented it on the agitation of the renewal of the farm of Ahmedabad; and his rights in Kattiawar, when farmed, were entered in the Sunnud at the old rate, 4½ lakhs."

BARODA.

APPENDIX No. III.—*Page 2.*

TRANSLATION OF ARTICLES OF AGREEMENT between the PEISHWA AND DAMAJEE RAO GAEKWAR, dated in the Arabic year 1169. (This was in reality executed by Govind Rao after Damajee's death)

MEMORANDUM.—DAMAJEE RAO GAEKWAR, etc, etc, Arabic year 1169 (A. D. 1768-69).

ARTICLE 1.

	Rupees.
To be taken from the above named Damajee for this year, nuzzur for one year, and for non-attendance of troops in the year 1167, and for the pardon of former offences	25,25,000
Arrears from 1167 (three years) or from Sumwut 1823 to 1825, at the rate of Rs. 5,25,000 per annum	15,75,000
	41,00,000

(then follow the dates of the instalments comprising eight months).

ARTICLE 2.

It was formerly agreed in the time of my father (now in paradise) that there should be paid annually, beginning from the year 1170, in conformity to former custom	7,79,000

The above money, Rs. 7,79,000, shall be taken at the end of the year.

ARTICLE 3.

Every year to serve at the presence with 3,000 horse, and in time of war with 4,000. One person of the Gaekwar's family to remain in winter quarters with the troops, and if it is necessary to go into winter quarters. According to this is agreed.

ARTICLE 4.

You contracted a debt from my late uncle the Bhow during the expedition to Hindoostan* [that debt is now annulled].

ARTICLE 5.

Money is owed (to the Sircar) by Bookun Hurry Dhut on account of the Seringapatam assignment If you owe him any money, you are to pay it to the Sircar. According to this is agreed.

* This Article is incomplete in the Gaekwar's copy; but the substance appears in the Agreement of 1175

ARTICLE 6.

You are not to allow any complaint to reach the Sircar from the Dhabarry's wife concerning the Dhabarry's estate. According to this is agreed.

ARTICLE 7.

The following mehals were formerly taken from you:—

1. Bissunpore.
2. Gullay.
3. Mehay.
4. Wagheray.
5. Murollay.
6. Tellarry.
7. Sutteragong.

These seven mehals were taken from you and restored in 1163. What you then gave for Durbar kherch is now annexed to the Sircar, *viz.*:—

The pergunnah of Sutteragong.

Mouzah Dabhol, pergunnah Tellarry.

Mouzah Pasray, pergunnah Tellarry.

Mouzah Pasray, pergunnah Murollay.

The above one pergunnah and three villages are annexed to the Sircar, the rest remains to you. According to this is agreed.

ARTICLE 8.

Half the city of Ahmedabad to the Gaekwar.

[This Article is imperfect.]

ARTICLE 9.

The port of Surat was halved between the Sircar and the Gaekwar. After deducting Rupees 10,000, half of the remainder was paid by the Gaekwar to the Sircar. In 1163 and 1164 it was engaged that the Rupees 10,000 should be halved also; this engagement is again confirmed. According to this is agreed to.

ARTICLE 10.

The arrears on account of Tellarry and other mehals ceded in 1163 Rupees 2,54,000 a year, are remitted from 1164. The money which ought to be paid on this account is excused you. According to this is agreed.

ARTICLE 11.

The private property (wuttun, enam villages, and serinjamee villages) which my uncle Dada Saheb gave to you in the time of your father is confirmed. According to this is agreed.

ARTICLE 12.

The title of Sena Khas Kheyl was given to you in 1163; it is confirmed. According to this is agreed.

ARTICLE 13.

From 1164 to 1170 is to be paid for to the Sircar at the rate of Rupees 5,25,000 a year; if anything remain, it is to be taken by the Sircar. According to this is agreed.

ARTICLE 14.

Of the money you owe to bankers under security, you are to pay two lakhs to Kurvay and other bankers, because many expenses have fallen on you this year. According to this is agreed.

(Sd.) M. ELPHINSTONE,
Resident at Poona.

BARODA.

APPENDIX No. IV.—*Page 2.*

TRANSLATION OF ARTICLES of AGREEMENT between the PEISHWA and SYAJEE RAO GAEKWAR.

MEMORANDUM.—SYAJEE GAEKWAR SHUMSHER BAHADOOR, Arabic year 1173 (A.D. 1772-73).

ARTICLE 1.

The allowances fixed in the time of Damajee Bawa (now in paradise) for Futteh Sing Rao, Govind Rao, Manajee Rao, Gaekwars, and my other relations, great and small, shall be maintained; but as I have heavy contributions to pay to the Sircar, I shall reduce their allowances in due proportion until the contributions are discharged. Their complaints on this account are not to be attended to by the Sircar; when my debts are paid their old allowances will be restored.

Peishwa's answer.

It is an affair with your relations, therefore satisfy them as you can, without minding a lakh or Rupees 50,000, more or less. If you cannot satisfy them, the above stipulation will be conformed to. According to this be it agreed.

ARTICLE 2.

I shall in all respects conform to your pleasure, do you in all respects bestow your unfeigned friendship on me, and protect me and my government. If I should be molested by any foreign force, you are to send me assistance and protect me. My relations are to receive their allowances and serve my government. You must carry through the protection of me which you have undertaken.

If you will serve the Sircar with fidelity without looking to any other quarter, you shall be assisted against foreign force, sincerely befriended in all other respects. According to this is agreed.

ARTICLE 3.

I have had heavy payments to make to the Sircar. I therefore beg that you will have the kindness to excuse my service for next year. You were good enough to promise me this formerly; let the troops be excused accordingly.

You demand to be excused service on account of heavy payments, you shall therefore be excused in 1175, or if there be urgent occasion that year, you must come according to Agreement, and you shall in that case be excused in 1176. According to this be it agreed.

ARTICLE 4.

I have many pecuniary disputes and demands to settle, which I shall proceed to enforce, the people will then complain to the Sircar, you must not attend to them, but send them to me.

No complaints against your enforcing your just demands will be attended to According to this be it agreed.

ARTICLE 5.

Let Kundee Rao Gaekwar enjoy his old allowances settled by my father (now in paradise), and let him serve my government, let him account to me for the districts of which he is entrusted with the collections Hereafter let him give up those districts, and enjoying his own allowance serve the State

Proceed as may have been settled by Damajee Rao; do not vary from it. If you have entrusted the collections of any districts to him, you may manage about them as you please No complaints will be attended to, and obedience will be enjoined According to this be it agreed

ARTICLE 6.

Do not summon me to the presence for two years, for my territory is in disorder and requires to be settled, which cannot be done without punishing the turbulent zemindars and cantoning in that quarter Therefore forbid my coming* "to the Deccan" for two years.

Come to the presence at the end of the year, then such orders as may be expedient will be issued According to this be it agreed.

ARTICLE 7.

In my share of Guzerat, there are unsubdued places belonging to the Moguls and others I shall arrange, and by sending some money shall reduce them. Let the Sircar advance no claim to them.

If you settle the districts of your own share, the Sircar will advance no claim According to this be it agreed.

ARTICLE 8.

His Highness the Bhow advanced some money to me as a loan while on the expedition to Hindoostan; this and old arrears and other trifling items that stood against me in the official papers were excused by the agreement of 1169. Let that be confirmed.

The former release is confirmed. According to this be it agreed

* (Literally home.)

ARTICLE 9.

The administration of the city of Ahmedabad is equally divided; let both parties manage the collections with the participation of my officer according to former Treaties; this was agreed to in 1163 and 1164 and confirmed in 1169. Let it be observed.

The above engagements are now confirmed. According to this be it agreed.

ARTICLE 10.

My private estates, enam villages, and serinjamee villages were granted to me in the time of His Highness Nana Saheb by His Highness Dada Saheb. They were confirmed to me by Your Highness in 1169. Let those grants be observed.

The above grants are now confirmed.

ARTICLE 11.

On the Peishwa's part.

It was formerly settled that half of the new mehals taken by Damajee Gaekwar should be given to the Sircar and half to you, and that a Karkoon should be sent with you from the Sircar, in concert with whom the gross collections should be ascertained and two papers drawn up, each containing a list of half the mehals of these divisions; the Sircar was to take one and to have possession from the year 1170. The arrears of the revenue of the said half of the mehals up to the end of 1169 was excused to you. To the above effect was settled in one of the Articles of the former Agreement, but this Article has never been acted on. Last year one lakh of Rupees was taken from you on the general account, and this year you have agreed to pay Rupees 25,000; therefore, next year, when Futteh Sing Rao Gaekwar comes, this matter shall be discussed, and whatever is settled then shall be acted on.

ARTICLE 12.

No more complaints are to reach the Sircar from the Dhabarry's wife on account of the Dadaby's estates, which were entrusted to you.

ARTICLE 13.

You have settled to pay Gopaul Naik Tambeekur's debt by instalments, the payments must positively be made as they fall due. According to this be it agreed.

ARTICLE 14.

Let the tribute for this year, amounting to Rupees 7,79,000, be paid by instalments. According to this be it agreed.

ARTICLE 15.

By the Gaekwar.

If Futteh Sing Rao, Govind Rao Gaekwar, Manajee Gaekwar, and Mooarjee Gaekwar act with due regard to me, it is well, but if they should become disaffected and should stand up to oppose me, I shall punish them as my own people; if any of them should com- [illegible]

assistance to punish them, and, without being seduced by considerations of profit and loss, it will give them their own allowance and make them serve my government as before. It must not support them.

Peishwa's answer.

If you observe your agreements with your relations, and they notwithstanding behave ill to you, or endeavour to stir up troubles in your State, you may punish them, and if you cannot do it yourself and want aid from the Sircar, you shall be assisted. I will not give way to the temptations they may hold out. According to this be it agreed.

ARTICLE 16.

When I am occupied by any important affair in my own dominions and shall send any other person to serve, you must be content with his service and show favour to him.

When any important affair in your own country renders it actually impossible for you to attend the service of the presence, you will send Govind Rao Gaekwar to serve with your contingent.

ARTICLE 17.

On account of heavy payments it is agreed that my old creditors, my farmers of the revenue, who are guaranteed by the Peishwa and all my other creditors, shall forbear to claim their money for five years.

The bankers whose debts I have guaranteed are to be paid from this year upwards according to their instalments, so as to be paid off within four years, and their bonds made over to the Sircar; when the guaranteed debts are paid, the old debts are to be paid at the rate of two lakhs a year.

ARTICLE 18.

You are not to attend to my relations, servants, or agents who may bring forward complaints against me, but to make over my own (people) to me.

According to the above shall be done. According to this be it agreed.

ARTICLE 19.

Let Govind Rao take what His Highness settled for him last year and serve my State. Let him deduct from the sum settled the revenue of the village of Padree, which is in his possession, and balance, or if that is not agreeable to him, let him give up the village, and I will pay him the whole sum settled in money.

It was settled that the abovenamed should receive two lakhs a year including Padree, and let the abovenamed serve the presence. According to this be it agreed.

ARTICLE 20.

Futteh Sing Rao Gaekwar is to administer the whole State, and all to obey his orders and serve the State as he shall direct.

According to the above be it agreed.

ARTICLE 21.

An allowance of Rupees 9,000 is assigned to me from the Sircar; let it be given to any person to whom I shall assign it.

It cannot be.

ARTICLE 22.

Half of the port of Surat be-

It was formerly agreed to; half

longs to the Sircar and half to me for one year, half of what remains, after deducting Rupees 10,000, was given. It was formerly agreed that in the years 3 and 4 the Rupees 10,000 should also be divided; let that be conformed to.

the collections are to be yours and hal mine. According to this be it agreed

ARTICLE 23

The arrears of the revenue collected from Tellarry and other mehals from 1164 were excused me in 1170, let that release be adhered to

It was formerly settled that yo should be excused from 1164. Accord ing to that let it be agreed

ARTICLE 24.

The following mehals were formerly taken from me —Bissunpore, Murollay, Gullay, Tellarry, Mohay, Waghoray, and Sutteragong, these seven mehals were taken by the Sircar and restored to me in 1163 what I then gave as Durbar kherch was annexed to the Sircar, namely, Pergunnah Sutteragong, the village of Dabhole (Pergunnah Tellarry), Pasray (in ditto), Pasray (in Pergunnah Murollay) All besides that one pergunnah and three villages were restored to me. All this was agreed in 1169; let it be observed

It is now confirmed

ARTICLE 25.

By the Peshwa—Every year t serve at the presence with 3,000 hors and 4,000 in time of war. One perso of the Gaekwar family to remain i winter quarter with the troops, if it i necessary.

ARTICLE 26

Money is owed (to the Sircar) b Bookhun Hurry Dhut on account c the Seringapatam assignment. If yo owe him any money, you are to pay to the Sircar.

ARTICLE 29.

Govind Rao's allowance—

	Rupees.
For 1172	2,00,000
For 1173	2,00,000
Total	4,00,000

Deduct by the Statement of the Gaekwar's ministers—

	Rupees.	
For Padree	1,00,000	
For clothes furnished through Gopal Naik Taunbeekur	25,000	
		1,25,000
Balance		2,75,000

To be paid in Aswin Soodh	1,00,000
In the end of Maugh	50,000
In the end of the year	1,25,000

The whole 2,75,000 to be certainly paid as above.

ARTICLE 28.

Receipts for the payment of some of the barauts (drafts) on you between the years 1163 and 1166 have not yet been furnished; they must be furnished.

According to this be it agreed.

17th Jemmudee-ool-Akhir 1173. Bhadurpud Maus at Poona.

Peishwa's ratification.—According to these 27 Articles be it agreed.

(Sd.) M. ELPHINSTONE,
Resident.

BARODA.

APPENDIX No V.—*Page 3.*

MEMORANDUM relating to FUTTEH SING RAO GAEKWAR, 1178, Arabic year (A.D. 1777-78).

ARTICLE 1.	*Peishwa's answer.*
The Sircar must not take part with Govind Rao Gaekwar If he should leave Ahmedabad and come to the presence, he is to receive the sum of Rupees 50,000 formerly settled for him by Rao Saheb, now in paradise (Mahdoo Rao).	He shall be assigned a jaghire of Rupees 3,00,000 in lands chosen by the Sircar, and shall serve with 500 horse whenever he is ordered.
ARTICLE 2.	
The Sircar fixed an allowance of Rupees 30,000 for Kundee Rao Gaekwar, and he was to serve with 500 horse whenever I choose; let a letter be given to enforce this.	Let the former agreement be conformed to.
ARTICLE 3.	
It was formerly agreed that Kundee Rao Gaekwar should account for the collections of all my lands entrusted to him in Camawis (over and above his jaghire of Rupees 30,000), and also for the tribute he levied on Edur and other places; he has paid me Rupees 50,000; let him pay the rest.	You shall have a letter directing you and him to adhere to old engagements and to settle equitably.
ARTICLE 4	
If any one calumniates me, do not believe him.	I will not without reason.
ARTICLE 5.	
I have always had possession of the Dhabarry's estate; let me have it still.	The estate that was entrusted to you has been given to the right owner; say no more about it.

ARTICLE 6.

Let me have entire possession of the villages of Narrayengunge, Taimbee, and Oomercare, in the pergunnah of Wun, of which I am Potail.

Rejected.

ARTICLE 7.

Maharood Ram Chunder has a serinjam from the Sircar and from you; let it be continued to him.

ARTICLE 8.

Let the title of Sena Khas Kheyl be conferred on Futteh Sing Rao.

The title of Sena Khas Kheyl shall be conferred on Futteh Sing as above.

ARTICLE 9.

You formerly engaged to serve with your troops; do so.

ARTICLE 10.

Let Madhajee Bullal exercise his office of Furnaveese according to former practice.

ARTICLE 11.

The Sircar ought to give me an indemnity for the five lakhs of country ceded to the British. It has only given Sowlee; let it give the rest.

Rejected.

ARTICLE 12.

Let the other Articles formerly settled in the time of my father Rao Saheb, now in paradise, be confirmed.

ARTICLE 13.

There are many debts, old and new, to bankers and farmers of the revenue owed by the (Gaekwar's) chiefship, and much distress on account of arrears due to troops; the country also is undone by internal

Let Ballajee Naik Beera and Gopal Naik be paid, and the rest may be paid by degrees.

disorders; the government must therefore prohibit all persons from demanding their money till the country recovers and the chiefship is restored to vigor, after which all that can be done will be done

ARTICLE 14

Let a letter be written to Amrut Rao Appajee to admit the Gaekwar's administration in Ahmedabad as heretofore.

Do you send a respectable Comaisdar to the city, and Amrut Rao will admit your administration as heretofore. A letter will be written to him to that effect.

ARTICLE 15.

In addition to all this, if any of my relations come to the Sircar, let them not be supported.

If you maintain your relations as formerly, they shall not be listened to by the Sircar.

ARTICLE 16

Let Govind Rao be sent to the presence; Let Gunnesh Eshwunt bring him; a letter will go direct to the abovenamed desiring him to come to the presence.

Agreed.

ARTICLE 17.

If Govind Rao Karkoon send [illegible]

ed and detained.

An injunction to that effect will be issued.

Dated Rejeb 22nd, 1178.

(Sd.) M. ELPHINSTONE,
Resident at Poona.

MEMORANDUM relative to FUTTEH SING RAO GAEKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, Arabic year 1179 (A.D. 1778-79).

ARTICLE 1.

The Sircar is not to assist Govind Rao Gaekwar. He is to be brought from Ahmedabad to the

Peishwa's answer.

The Article entered into on this subject last year, 1178, to be conformed to.

presence, and when he arrives there he is to receive the allowance of Rupees 1,50,000 settled by the late Rao Saheb, and to serve whenever he is ordered with 50,000 horse.

ARTICLE 2.

The British have come with battalions into the neighbourhood of Surat, and are going to disturb the country. If I fall out with them, the Sircar is to assist me, and the Chief of Ahmedabad is to join me.

If the British are false to you, you shall be assisted.

ARTICLE 3.

I was last year admitted by the Sircar into the administration of Ahmedabad, but the Chief of Ahmedabad did not conform; let the administration now be put into the old train, and let a Hoojra of the Sircar's be sent to put my officer in possession.

A letter shall be written to the Umuldar to admit your administration.

ARTICLE 4.

If any one should misrepresent me to the Sircar, they are not to be attended to.

They shall not be listened to, if they are in the wrong.

ARTICLE 5.

Let me have a grant of the whole of the villages of Narrayengong and Oomercare, in the Prant Wun, of which I am Potail.

Rejected.

ARTICLE 6.

The same as Article 3rd of the Agreement of 1178 (except that 2,00,000 is mentioned instead of 3,00,000 about Kundee Rao).

The same as before.

ARTICLE 7.

The same as Article 17th of the Agreement of 1178 (about Govind Rao).

The same as before.

ARTICLE 8.

By the Peishwa.

Whatever money you shall appear to have collected from the Sircar's hands you are to repay.

ARTICLE 9.

An indemnity ought to have been given by the Sircar for the five lakhs of country ceded to the British; of this the pergunnah of Sowlee only has been given, and the rest was last year promised by Mahdoo Rao Sedasew to be given as soon as an answer should come from Calcutta; but it has not been given, let it be so now

This will be enquired into when Antajee Naik shall come to the presence and steps taken in consequence

ARTICLE 10.

Govind Rao is at Ahmedabad, and is always creating disturbances, whence it is necessary for me to keep up my troops all the year, by means of which the principality is ruined. If the said person be called [illegible]

regular annual contingent.

This matter shall be arranged

ARTICLE 11.

My father (now in paradise) settled an allowance on Kundee Rao Gaekwar, who was to serve with 500 horse; this was enjoined him last [illegible]

the money given to the Sircar; therefore from this year forward let him have only Rupees 2,00,000.

Adhere to the former Agreement.

ARTICLE 12.

If any of my relations come to the Sircar, do not support them.

Do you maintain them, small and great.

ARTICLE 13.	
The same as Article 13 of the Treaty of 1178.	Let Ballajee Naik Beera, Gopaul Naik and Krishna Naik Kurvay be paid now, and the other bankers may be paid by degrees.
ARTICLE 14.	
Let the Dhabarry's estate remain with me as before.	Rejected.
ARTICLE 15.	
If my Silladars make false statements to the Sircar and ask assistance, do not attend to them.	I will not hear them if in the wrong.
ARTICLE 16.	
Let Govind Rao Gaekwar be brought to the presence.	On a fit occasion he will be summoned.
	ARTICLE 17.
	Banker's security must be given for the money engaged for; therefore Gunneshram, Narrayen, and Gopaul Rao Ram Chunder shall set out for Guzerat on the full moon of Cheiter Soodh; they will be fifteen days on the road, and on the 8th, after their arrival, they are to send by a kossid an acknowledgment of the debt under Futteh Sing's hand, and in eight days more a banker's security bond must arrive. Let Antajee Nagaish soon arrive.

(Sd.) M. ELPHINSTONE,
Resident at Poona.

Dated the 7th Rubee-ool-Awul, 1179.

BARODA.

APPENDIX No. VI.—*Page 4.*

MEMORANDUM RELATIVE TO FUTTEH SING RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR 1182 (A.D. 1781-82)

ARTICLE 1.	*Peishwa's answer.*
In the time of His Highness Rao Saheb, now in paradise, an agreement was entered into, according to it let both parties proceed and not deviate from it	The agreement made in the time of my late father Madhoo Rao shall be adhered to
ARTICLE 2.	
My estates Mokassa and Domelee villages, etc., have been sequestrated by the Sircar, let them be released and continue undisturbed in future	Your estates Mokassa, Domelee villages, etc, shall be continued to you as before
ARTICLE 3.	
Let the villages, houses, etc., belonging to my Silladars, Bargeers, and Karkoons which have been sequestrated be restored, and let them go to and from without obstruction and let their property which has been seized be restored	The villages, houses, etc, belonging to your Silladars and Karkoons that have been sequestrated shall be restored
ARTICLE 4.	
Let my title remain to me as it is, and let Govind Rao Guikwar, who has come to the presence, remain as he is; let him receive the same allowance as he did in His Highness Rao Saheb's time until the difficulties of my principality shall be surmounted.	All this has been promised before and is now confirmed.
ARTICLE 5.	
The British having taken my district (Surat Attaveessee, etc.) gave	According to former agreement, let the Sircar restore you your lands, and

me an indemnity in the Sircar's country at Ahmedabad and elsewhere; therefore, when a Treaty is made with the British, let them be made to restore my lands, and let the Sircar take its lands. I will not oppose the pleasure of the Sircar; be so good as to continue mine to me.

do you restore the Sircar's lands, including Ahmedabad.

ARTICLE 6.

Let the five lakhs of country the English formerly took from me be restored when a Treaty is made.

When there is a negotiation for a Treaty with the British, your lands will be negotiated for.

ARTICLE 7.

You must not interrupt the construction of the temple of Chundoba, which I am building at Neemgong.

It shall not be obstructed by the Sircar.

ARTICLE 8.

I have accounts to settle with Antajee Naik, Govind Gopaul, and other new people. I shall proceed to do so; let not the Sircar take their part.

You may settle your fair claims on Antajee Naik and Govind Gopaul. The Sircar will not support them.

ARTICLE 9.

I owe a great deal of money to different people, and when my State gets over its difficulties, I will pay them by degrees. Let not the Sircar take their part, so as to trouble my Government.

Pay the bankers to whom you owe money by degrees.

ARTICLE 10.

With respect to my arrears of tribute and the service of my troops, His Highness Dada Saheb sent Govind Rao Guikwar into Guzerat, where he seized on the country and none of the revenue came to me, and I was involved in arrears to troops and other difficulties. After this His Highness Dada Saheb came

Your tribute and the service of your troops up to this time shall be excused.

and I did not join him, but stood firm to the Government and served with Hurry Bullal. When Hurry Bullal returned to the Deccan, the British defeated me, took money from me, and completely ruined my principality, so that I contracted great expenses for troops On this account let my arrears of tribute up to this day and the service of my troops be excused

ARTICLE 11.

The invasion of the British obliges me to pay and keep my troops for the defence of my principality, therefore, until that calamity is over, I can neither serve by my troops nor in person, but I shall remain faithful to the Sircar

Remain in that quarter faithful to the Sircar until the war with the British shall be over.

Peishwa's confirmation.—The above eleven Articles are agreed to, and separate paper of accounts is given to you, according to it do you by all means pay the money at the times fixed and remain faithful to the Sircar.

(Sd) M. ELPHINSTONE,

Resident at Poona.

Dated Jemmadee-ool-Akhir, the month of Jesht 1182.

Translation of a Memorandum accompanying the accounts for 1182.

MEMORANDUM.—Futteh Sing Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor 1182, Sumwut 1838.

You are indebted to the Sircar for its tribute, but you have represented that owing to the disturbances of the British your revenues do not come in and your country has suffered greatly, on which account the payment of the tribute has been fixed in the following manner :—

Rupees 4,00,000.

(Then follow the instalments)

(Sd.) M. ELPHINSTONE,

Resident.

BARODA.

APPENDIX No. VII.—*Page 4.*

MEMORANDUM regarding GOVIND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, dated in the Arabic year 1194 (A.D. 1793-94).

The titles of Sena Khas Kheyl Shumsher Bahadoor and the serinjam were formerly assigned by the Sircar to Manajee Rao, and he having died, the said titles and the serinjam and country, forts and garrison, which were formerly granted by the Sircar, are from this year granted to the above-named. The following are the pecuniary and other terms that have been settled on that account :—

Imprimis.—In consideration for his title, lands, etc., he the said Govind Rao is to pay the sum of Rupees one crore and one.

For annual tribute, including compensation for military service from 91 to 93, *viz.*, for three years, Rupees 43,62,000, being at the rate of Rupees 14,54,000 per annum ; for his titles and lands the tributary gift of Rupees 56,38,001, total Rupees 1,00,00,001.

2nd.—That various sums being due from the deceased Manajee Rao, some having been paid, upon the receipt of Rupees 20,00,000, all demands are to cease upon Govind Rao.—Agreed.

The above sum of Rupees one crore twenty lakhs and one is to be paid, in the following way, namely : Govind Rao makes oath and swears that upon his arrival at Baroda he will, without any deceit or mental reservation, make over whatever money, jewels, and clothes may be in the treasury of that fort as part payment, and the remainder to be liquidated without fail before the Dussera next year.—Agreed.

Three thousand horse are to be maintained by him for the public service, and in case of necessity these are to be increased to 4,000, and if it be further required, he is to add there his own personal services on the spot, and to obey all the orders of his superior. Should the troops not be kept up, he is to pay annually the sum already mentioned.—Agreed.

Of the debt due by you to Ballajee Naik Beera, for which the government is security, you are to pay the sum of one lakh yearly till the whole be liquidated.—Agreed.

The district of Soorlee, which had been given to Futteh Sing Guikwar as an indemnity, is to be restored.—Agreed.

Whatever money, jewels, or clothes may be sent are to be estimated according to their real value.

The establishments of the families of Mulhar Rao Guikwar and Syajee Rao Guikwar are to be maintained according to their rank, so that no complaint reach the Sircar —Agreed

Madhajee Bullal was the Furnaveese of your principality; he is dead; his son Vishnoo Mahdoo is appointed in his room; let him receive the pay and fees of his office according to former practice.

Whatever may have been agreed upon between the late Peishwa Mahdoo Rao and the Guikwar family is to remain in force —Agreed

The city of Ahmedabad, which has relation to both parties, to be regarded as if it was settled at the time of Mahdoo Rao If any innovations have been made on the part of the Guikwar without the Peishwa's consent, they are to be abolished —Agreed

You are to pay to the bankers of Poona by degrees the sums due by you to them, for whom the government is security —Agreed.

You are punctually to fulfil (every year) your annual agreements with the government, namely, the yearly gift of Rupees 7,79,000, and if your troops are not required, Rupees 6,75,000, in total Rupees 14,54,000, after having paid up the sum total of the tributary gift, you are punctually to settle your yearly accounts —Agreed

The government having bestowed these honours on you, on your part you are to behave with fidelity and carefully to perform all your engagements with it —Agreed

If you have fine elephants worthy my acceptance, you are, upon your arrival at Baroda, to send three elephants and five horses —Agreed

If you have any choice jewels, you are to send them to me to the amount of one lakh of Rupees, each being estimated at its intrinsic value over and above what has been named —Agreed

You are to pay back to bankers the lakh of Rupees (together with the interest due) advanced to you by the Government —Agreed

Rubbee-ool-awul 29th in the Hindoo year 1194, A D 1793.

TRANSLATION.

MEMORANDUM of the annual payments to be made by GOVIND RAO GUIKWAR (whose title is) the powerful Commander of Armies, in the year 1198, or A D. 1797.

Due in the year 1194 A.D. 1793, Rupees one crore twenty lakhs and one, namely —

	Rs	a.	Rs.	a.
IN LIEU OF MILITARY SERVICE				
From the year 1191 to 1193, i.e., for three years, being at the rate of Rupees 14,54,000 per annum			43,62,000	
For his titles and lands the tributary of			56,38,001	
			1,00,00,001	

	Rs. a.	Rs. a.
2nd.—That various sums being due on account of nuzzur and other annual payments from the deceased Man Sing Rao Guikwar, it was agreed to pay in discharge of them .	...	20,00,000 0
Due for the last four years, *i.e.*, from 1194 to 1197, inclusive	...	58,16,000 0
Being for the tribute gift	7,79,000 0	
For Military service of 300 horse, according to an agreement, by which, if they are not required, money was to be paid per annum	6,75,000 0	
.	14,54,000 0	1,78,16,001 0
Of which the following sums were discharged, namely :—		
In the years 1195 and 1196, through Hurry Bhukhtee, at one time for payments in the following manner :—		
To the payment of different creditors belonging to the Sircar in money	16,50,275 0	
In discharge of a debt to Hurry Bhukhtee . . .	1,25,000 0	
In presents from the Sircar to the Guikwar's vakeel .	9,500 0	
In discharge of a debt to Bickajee Ram Chunder . .	10,00,000 0	
In specie	7,15,225 0	35,00,000 0
In the year 1196 the sums below mentioned were paid, on the days also below mentioned, in the Treasury of the Sircar, namely :—		
On the 25th of Jemmadee-ool-Awul	25,000 0	
,, 11th of Rujjub	80,000 0	
,, 9th of Shabun	25,000 0	
Also payment to certain creditors of the Sircar . . .	6,25,000 0	17,00,000 0
In the year 1198, on the 11th of Suffer, for the expenses of the army of Dowlut Rao Scindia, for which a receipt ought to have been given		25,00,000 0
Paid to the creditors of the Sircar through Raojee Appajee in the following manner, namely :—		
To Mahadajee Anund Beeree, on the 17th of Rujjub 1198, in part of one lakh due to him by the Sircar for the expenses of his troops	25,000 0	
To Rago Bissonath Gorbalee, in part of 5 lakhs due to him by the Sircar for the daily pay of his troops . . .	50,000 0	
To Venace Anund and Luchmon Vitul, by a draft dated 15th Jethy 1198, in part of Rupees 1,75,000	25,350 0	
To Mahadajee Kumaleh	141 0	
To Sumbajee Sutwa	121 0	
Also to the people employed in the arsenal in part of Rupees 50,000 due to them by the Sircar on the 5th of Shabun 1198	500 0	1,01,112 0
To a payment made to Gunesh Antajee, a Salledar Karkoon, in consequence of a representation of Raojee Appajee . .	...	9,000 0

	Rs. a.	Rs. a.
For the food and expenses of the troops of body, which were sent under Gunesh Sumbajee, a Salledar Karkoon, for the purpose of carrying money, which was paid in the following manner, *viz.* —		
To Cundee Rao Bullal, for the troops of the Body Guard .	10,998 4	
To Myrallee Pygoora, also for other expenses of the Body Guard	11,774 8	
To Gunesh Sumbajee and the following servants: Syajee Jadoo, Jawajee Bandarah, Jomajee Naij, Imaum, etc. .	237 8	
		23,100 4
There remains to be paid—		
Remitted on account of the misfortunes that befel the Guikwar, as represented by Raojee Appajee, from the many tributary gifts that were presented in the time of Maun Sing Rao and since then Guikwar to the government.	60,00,000 0	
There remains therefore, in fact, only the sum of . . .	39,82,789 0	
		99,82,789 0
		1,78,16,001 0

It was therefore determined that in the year 1199, Rupees 19,91,001 was to be paid in the following year, namely:—

	Rs a	Rs. a.	Rs. a.
To Ram Chunder Naig Wanoolee's draft, dated the 6th of Zelletty 1197, which was included in the general account under his name on the 17th of Suffer 1198, and was comprehended in the debts due to the Soucars—			
Through Hurry Bhukhtee	15,00,001 0		
„ Dyaram Jhoorhee . . .	2,00,000 0		
		17,00,001 0	
A draft will be given in discharge of debts due to Hurry [illegible]		1,50,000 0	
[illegible]		75,000 0	
[illegible]		66,000 0	
			19,91,001 0
Then there remains to be paid			1,99,178 0
			39,82,789 0

Which remainder is to be paid in the year 1200 without fail

According to the agreement by which you are expected to keep ready at all times for the field 3,000 horse, and in case of need 4,000, and you are to be there in person in case of greater necessity, and if there was an employment for the troops, they should obey any orders they should receive. Should the troops not be required, they should pay the sum already mentioned.

The city of Ahmedabad, which has relation to both parties, is to be regarded as it was settled in the time of Madhoo Rao. If any innovations have been made on the part of the Guikwar without the Peishwa's consent, these are to be abolished.

If you have fine elephants worthy my acceptance, you are, upon your arrival at Baroda, to send three elephants and five horses.

The Sircar lent you one lakh of Rupees through bankers, which should be paid with interest when drafts were issued, as was agreed upon in the year *1194*; that agreement was not fulfilled. Let the lakh of Rupees, with interest, now be paid to whomsoever may receive drafts.

Mudhajee Mulhar formerly held the office of Furnaveese to the Guikwar; he is since dead, and the Sircar engaged that the office should descend to his son Vishnoo Madhoo. The usual salary and Carcoonee are required for him, all which was formerly settled by agreement.

You are to pay to the bankers of Poona by degrees the sums due by you to them, for which the government is security.

It was formerly agreed that the Guikwar should present to the Sircar jewels to the value of a lakh of Rupees, exclusive of the money already claimed, but this has not been done; jewels which are *boná fide* of that value are now required.

Of the debt due by you to Ballajee Naig Bheera, for which the government is security, you are to pay the sum of one lakh yearly till the whole be liquidated. This is now demanded.

The establishment of the families of Mulhar Rao are to be maintained according to their rank, so that no complaint reach the Sircar.

This was written on the 10th of Shabun 1198 (A.D. 1797).

BARODA.

APPENDIX No. VIII.—*Page 7.*

TRANSLATION of a SUNNUD from HIS HIGHNESS the PEISHWA to the GUIKWAR GOVERNMENT.

After the usual compliments —From Bajee Rao Raghonath Purdhan, to Bhugwunt Rao Guikwar, dated in the year 1205.

You have at present the management of the talook of Ahmedabad in the province of Guzerat, north of the Mahee river, and it is now conferred upon you for ten years, *viz*, from the commencement of the present year 1205 to the end of the year 1214.

The annual jumma of the abovementioned talook is as follows :—

	Rs.	*a.*	*Rs.*	*a.*
The city of Ahmedabad :—				
Aain jumma, Sewaee jumma, etc	1,46,010	11½		
Monthly pay for Sebundy to be paid by the Guikwar, at Rupees 6,000 per month	72,000	0		
			2,18,010	11½
The pergunnah of Vellaud	...		3,54,952	0
The pergunnah of Beerungaon and Gogeh . .	2,50,720	15		
Deduct for the three villages of Gogeh, Rampore, and Choora, ceded to the Honorable English Company	5,000	0		
			2,45,720	15
The pergunnah of Duskooree	...		1,04,350	0
The pergunnahs of Toseer, Tamneh, etc., mehals, *viz.* :—				
The pergunnahs of Toseer, Tamneh, Burrasinore, Veerpore, Mundabad (it is not clear whether this is intended for Mohummudabad or Mahmoodabad), Antrolee, independent of Sebundy and Domalehgaon	..		1,15,001	0
The pergunnahs of Purratee, Mor dasih, and Hursool, independent of Sebundy	...		14,876	0
The tarnah of Mandul in the pergunnah of Beerungaon	...		3,781	14
The pergunnahs of Palunpore and Goleh . .	...		44,600	0
The perguunahs of Cambay and Dundookeh, and the villages of Gogeh, Rampore, and Choora, *viz* .—				
Ceded to the Honorable Company	1,65 000	0		
Charitable donations	3,669	0		
			1,68,669	0
Collections made by the manager when he moves through the districts	..		20,131	10

	Rs.	a.
The countries of Kattywar, Sorut, etc., *viz.*:—		
The talooks of Sirdar and Rajkoteh (exactly so in the *original*)	19,069	0
The district of Ardsee and Kotra	6,926	0
The talook of Jusdhun	1,000	0
The " of Sautlee	1,001	0
The " of Buddalee	501	0
The " of Baubra	1,301	0
The " of Norva Nuggur	33,878	0
The " of Cheetul	15,425	0
The " of Bautwa	22,591	0
Poorbunder	7,200	0
The talook of Drafeh	1,001	0
The " of Gorul	43,500	0
The " of Joonagurh	9,500	0
The village of Koojnee, belonging to Kantyas	225	0
Gram and forage collections in the talook of Dhrole, belonging to the pergunnah of Nowanuggur	3,001	0
The talook of Durwa	2,500	0
The " of Kotra	1,500	0
The " of Kaukwar	7,002	0
The " of Kurraree	4,101	0
The " of Kuddolneh	2,001	0
Detached villages, Kurserreh, etc., nine villages	2,534	0
The talook of Purjhunee	3,701	0
Villages of the talook of Megnee	1,102	0
The talook of Deheh and Chirkunee	2,750	0
The " of Seesaleh	700	0
The " of Dhala and Wauk Sarun	1,500	0
The " of Kurbajamna	500	0
The " of Koombooyeh	4,500	0
The tolooks of Purdurree and Neekoteh	4,125	0
The talook of Mora	400	0
The " of Gatka	500	0
The " of Rayunjlaglut	500	0
The " of Wussawur	30,000	0
The " of Sultanpore	3,000	0
The " of Jayutpore	10,000	0
The " of Durrehwaul	4,000	0
The talooks of Rajunpore and Mussaga	5,000	0
The talook of Ood Kotah	2,000	0
The " of Koteeaneh	7,000	0

	Rs.	a.
The talook of Mungrool, including the Bunder . .	25,000	0
The „ of Cheerwar	10,000	0
The „ of Mudderdeh	2,000	0
The „ of Serwa	1,000	0
The „ of Joomdaup	1,200	0
The „ of Burwallee	5,000	0
The talooks of Jodhpore and Jaubhullee . .	3,325	0
The talook of Oonadlehwar, including the Bunder .	15,000	0

The amount of the following mehals, a share of which only belongs to this State, is not fixed, *viz* :—

The Bunder of Jug Dwarka—

The city of Joonagurh Sorut, including the mint, judicial fines foujdaree, kotwalee, etc.

Deewabunder—

The talook of Mohain beyond the Rewa (or Nerbudda).

The „ *of Golwar.*

The Sircar of Sorut, including Joonagurh, containing 62 mehals

The talook of Ismaul Nuggur.

The „ of Sooree in Rajwara

The countries of Cutch, Bhooj, Sindoo Saugur, and Nugger Thutta.

The talooks of Jutwar and Santulpore.

The country of Kaumbyas in Dwarka.

The talook of Danta.

The above twelve talooks belong jointly to this State and that of the Guikwar, and half the amount of the collections are carried to the account of this government.

			Rs	a.
Exchange on coins and Treasury fees			69,244	6
Established presents from the mehals, etc.			1,63,394	2
Jumma under different heads, *viz.*:—				
For different individuals, and exclusive of the settlement .		1,275 0		
The village of Newapore, also called Ralege, in the talook of Ruttoneh, belonging to the pergunnah of Petlaud	7,000 0			
Deduct amount already included in the jumma of the above pergunnah, under the head of Ain jumma .	4,592 8			
		2,407 8		
Balance under the head of Sewaee jumma to be added to make up the full amount		26 13		
			3,709	0

To be deducted—

On account of Durruckdars, Karkoons, pagodas, charitable donations, Doomaleh districts, villages and lands, etc., *viz*, Durruckdars and Karkoons

In the pergunnah Petlaud—

Gunest Wishwanauth Moojumdar	250	0

	Rs.	a.
Hurry Wishwanauth Futonuveese	300	0
Ram Chunder Bullal, dependent upon Gungadur Abajee	125	0
Ramajee Kethoo	200	0
Jurardhun Wishwanauth Gerch, dependent upon Baul Joshee Maulgowdkurr	200	0
The different Karkoons according to the Sunnuds which shall be granted from the presence.	2,160	0
In the pergunnahs of Tosur, Tannah, etc., mehals.		
In the pergunnah of Tosur—		
Abajee Wishwanauth Furnaveese	150	0
Mulhar Syajee Moozumdar	150	0
To different Karkoons according to Sunnud, which shall be granted from the presence	100	0
the pergunnah of Tanneh—		
To Gunput Rao Moreshevur Moozumdar	125	0
To Gunput Rao Jeewajee Furnaveese	100	0
In the pergunnah of Veerpore—		
To the Furnaveese Gungadhar Ramchunder	200	0
In the pergurnah of Burrasinore—		
To Lukshmun Hurry, dependent upon Yedneshwar Diksheet	250	0
To Gopal Krishn Moozumdar	100	0
In the pergunnah of Mundabad—		
To different Karkoons according to the Sunnuds which shall be granted from the presence	150	0
Krishnajee Wishwanauth Moozumdar	100	0
Myput Damodur Furnaveese, dependent on Mynal Gomajee	100	0
In the pergunnah of Unholee—		
To Seoram Gopaul Furnaveese	100	0
To Meeta Laul Royal Peshkar	100	0
In the pergunnahs of Purratee, Mondaseh, and Hursool.		
In the pergunnah of Purratee—		
To Baboo Rao Jewajee Furnaveese	100	0
To Ditto Govind Moozumdar	100	0
According to Sunnuds to be granted from the presence, *viz.* :—		
In Moondaseh—		
To Keshoo Ram Moozumdar	150	0
To Govind Hurry Furnaveese	125	0
To different Karkoons	200	0
In the city of Ahmedabad—		
To Mahadajee Bullal Moozumdar and Sayeer Nuwees of the city	650	0
To Hurry Chintamun attached to the city mint	150	0
To Bajee Bhewrao Subnuveese	256	0
Sree Newass Sham, Futonuveese	125	0
To Hurry Ram, dependent on the Subnuveese	75	0

	Rs.	a.
To the following persons dependent on Nursing Cundeh Rao, *viz.* :—		
Wasdeo, Lukshmun, Kotwal	350	0
Gunesh Keshoo attached to the public buildings	125	0
Dunker Keshoo, Writer to the Kotwal	150	0
To Antajee Narain Mozumdar, of Kota	250	0
To Suddasheo Seth Kurjeh, of Kota	150	0
To Sreeput Rughonath Takleh, attached to the Sayur	150	0
Bapoojee Bullal attached to the mint	300	0
Krishnajee Gungadhur, Examiner of Weights	100	0
Khooshall Chund, Persian Writer	50	0
Chimnajee Narain, Foujedar	150	0
Khundoo Wishanauth, Moonshee	250	0
Jewajee Sree Newass	300	0
Amrut Rao, Vitul, Dufterdar of the city	300	0
Naro Morashur	200	0
Butchajee Baubjee Furnaveese, attached to the mehal of Kota	250	0
Gungadhur Dondeo	410	0
Gunesh Gobind, Dufterdar	100	0
Ragoo Bhikajee, attached to the Moozumdar	500	0
According to Sununds which shall be granted from the presence	3,090	0
In the pergunnah of Dushcoree—		
To Jywunt Eshwunt Furnaveese	100	0
Bapoojee Krishn Moozumdar	233	0
To different Karkoons according to Sunnuds which shall be granted from the presence	500	0
In the pergunnah of Beerumgaon—		
To Kesho Rao Vinkutesh Moozumdar	449	0
Ragonath Wasdeo Furnaveese	2,049	0
Moroo Ram Karkoon, attached to the Moozumdar	100	0
Bhewrao Trimbuck, Dufterdar	300	0
Vusajee Narain, attached to the Furnaveese	75	0
Ballajee Junardhun, dependent on Bhyroo Joshee	100	0
Hurry Gunesh	87	0
To different Karkoons according to Sunnuds which shall be issued from the presence	900	0
Attached to the Suwarree of the Manager—		
Naroo Govind Moozumdar	1,000	0
Purseram Kundehrao, Dewan	500	0
Krishn Rao, Deevajee	1,000	0
Mahadajee Wishanauth	1,000	0
Sadasheo Yadow, Subnaveese of the fort of Gagel	200	0
Vitul Sadasheo Bukhsee	400	0
Gopaul Bullal, Chitnuveese	400	0
To different Karkoons according to the Sunnuds which shall be issued from the presence	4,600	0

This amount to be paid in the following instalments :—

		Rs.
On the 1st of Srawun Soodh	. . . . . .	1,50,000
On the 1st of Pous Soodh	. . . . . .	1,50,000
On the 1st of Wysakh Soodh	. . . . . .	1,50,000
	Rupees .	4,50,000

According to this annual rent of four-and-a-half lakhs of rupees, the amount for ten years, *viz*, from the commencement of the present 1205 to the end of the year 1214, is forty-five lakhs of rupees, after deducting interest, exchange, mushaheerah on the russud, khasgee untust, and durbar kherch, shall be received as the rent for the above ten years.

From the present year 1205, the annual amount of four lakhs and a half of rupees of the currency of the government treasury is to be paid according to the instalments above detailed for ten years, which will amount to forty-five lakhs of rupees

Articles for regulating the maamlut, *1st.*—The annual rent of the above mentioned talook for ten years, *viz*.—

From the commencement of the present 1205 to the end of the year 1214, after deducting interest, exchange, and mushaheerah on the russud, khasgee untust, and durbar kherch, is fixed at four-and-a-half lakhs of rupees, to be paid according to the instalment above detailed, and receipts taken.

Upon the faith of the Honorable Company, the maamlut of the talook has been conferred upon you for ten years at a reduced rent In considera-tion of the friendship which subsists between the two States, it is proper that the Company's government should make enquiries respecting the actual jumma of the talook in question, and if it should appear that any increased collections are made, whatever may be the just share of this government must be paid, exclusive of the fixed rent; but if the collections [illegible], nevertheless, bound [illegible] rupees, according to [illegible] without making any representations to government respecting defalcation of revenue.

ARTICLE 3.

Owing to the oppression exercised in the city, by extorting heavy fines, etc, many Sahookars and ryots have left the place. It is necessary that the fines be imposed in an equitable manner, and that there be no oppression in order that the city may be populous

ARTICLE 4.

It is necessary that attention be paid to encourage the population of the districts of the talook, that the fallow lands be cultivated, that the ryots be not oppressed, and that no injury be done to the government.

	Rs.	Rs. a.		Rs. a.	
Charges in the city of Ahmedabad—					
Mutsudies of the city, *viz.*:—					
Alee Mahomed Khan, Dewan	1,000				
Lalldass Meeta Laal	150				
Baptee Walah	250				
Caree Nizamoodeen	1,000				
Nutto Laul Mehta	200				
Mirza Azeez	90				
Hajee Murad	150				
Hur Lall	60				
		2,900	0		
Gardens	200				
Sirkarkharah	50				
Charges of Butkeer	100				
Charity	1,050				
Light at pagodas	175				
Religious ceremonies	300				
Public buildings	10,000				
		14,775	0		
				3,68,599	13¾

The above sum, Rupees 3,68,599-13¾, is the amount of deductions on account of Durruckdars, Karkoons, pagodas, charitable donations, Domaleh districts, villages, and lands, etc. Of this, the sum of Rupees 1,86,146 is on account of Domaleh districts, villages, and lands, which districts, villages, and lands are to continue in the possession of those who have hitherto held them.

The balance, Rupees 1,82,453-13¾, is to be paid according to the statement detailed above.

DEDUCTIONS—*continued.*

		Rs.	a.
Pay to the Maamlutdars, revenue charges for Sebundy, extra charges, etc.	...	4,52,629	15
Total deductions .	...	8,21,229	12¾
Balance, Rs. .	...	10,07,771	3¼

For the above balance of Rupees 10,07,771-3¼, after deducting interest, exchange, and mushaheerah upon the russud, it is now agreed that the annual rent be fixed at four-and-a-half lakhs of Rupees, *viz.*—

	Rs.
Ain Kussud	3,75,000
Kasgee Untust	25,000
Durbar Kherch	50,000
Rupees .	4,50,000

This amount to be paid in the following instalments :—

	Rs.
On the 1st of Srawun Soodh	1,50,000
On the 1st of Pous Soodh	1,50,000
On the 1st of Wysakh Soodh	1,50,000
Rupees .	4,50,000

According to this annual rent of four-and-a-half lakhs of rupees, the amount for ten years, *viz*, from the commencement of the present 1205 to the end of the year 1214, is forty-five lakhs of rupees, after deducting interest, exchange, mushaheerah on the russud, khasgee untust, and durbar kherch, shall be received as the rent for the above ten years.

From the present year 1205, the annual amount of four lakhs and a half of rupees of the currency of the government treasury is to be paid according to the instalments above detailed for ten years, which will amount to forty-five lakhs of rupees

Articles for regulating the maamlut, *1st*.—The annual rent of the above mentioned talook for ten years, *viz* :—

From the commencement of the present 1205 to the end of the year 1214, after deducting interest, exchange, and mushaheerah on the russud, khasgee untust, and durbar kherch, is fixed at four-and-a-half lakhs of rupees, to be paid according to the instalment above detailed, and receipts taken.

Upon the faith of the Honorable Company, the maamlut of the talook has been conferred upon you for ten years at a reduced rent In consideration of the friendship which subsists between the two States, it is proper that the Company's government should make enquiries respecting the actual jumma of the talook in question, and if it should appear that any increased collections are made, whatever may be the just share of this government must be paid, exclusive of the fixed rent, but if the collections should happen to be less than the fixed rent, you are, nevertheless, bound to pay to government the four-and-a-half lakhs of rupees, according to the terms above stated, which you have accepted, and without making any representations to government respecting defalcation of revenue

ARTICLE 3.

Owing to the oppression exercised in the city, by extorting heavy fines, etc., many Sahookars and ryots have left the place. It is necessary that the fines be imposed in an equitable manner, and that there be no oppression in order that the city may be populous.

ARTICLE 4.

It is necessary that attention be paid to encourage the population of the districts of the talook, that the fallow lands be cultivated, that the ryots be not oppressed, and that no injury be done to the government.

ARTICLE 5.

The domalehgaon, charitable donations, allowances to pagodas, etc., to be continued according to former usage.

ARTICLE 6.

The Maamlut has been conferred upon you, and you must exercise it with discretion and propriety, and with due respect to the government.

ARTICLE 7.

The Maamlutdar of the government has hitherto conducted the business of the city in the government cutcherry, and has had the charge of the gates, etc. The business must continue to be conducted in this manner.

ARTICLE 8.

The Guikwar must not erect any great buildings, forts, or thannahs in the talook, the city, or those districts which are held jointly by this State and the Guikwar, which may occasion any inconvenience to this government. The management must be conducted according to former usage.

ARTICLE 9.

In the mint of the city, the gold and silver coins must be coined of the full weight and standard according to the former usage, and without any innovation.

ARTICLE 10.

If complaints should reach the presence of great oppression being committed in the city and districts, and the government should in consequence issue any orders, they must be attended to according to propriety.

ARTICLE 11.

Whatever horses and elephants may be given as nuzzurs by the Suwustaneeks and zemindars on account of the Suwarree (or Moolookgeeree) must be sent yearly to the government.

ARTICLE 12.

The Maamlut must be conducted in a manner tending to increase the prosperity of the government.

ARTICLE 13.

The allowances of the Furnaveese, Moozumdars, and Durrukdars and Karkoons must be regularly paid.

ARTICLE 14.

Receipts must be taken for all payments made according to the statement detailed above

ARTICLE 15.

The Maamlut of the talook in question has been conferred on you for ten years on the terms above stated You must accordingly pay the rent conformably to agreement On the commencement of the eleventh year, you must, without any hesitation on account of balances of revenues, advances of money, Sebundy charges, or any other circumstance, deliver over the whole talooka in a populous and well-cultivated state, and the city, the forts, thannahs, etc, with their stores, to whatever Maamlutdar may arrive with a Sunnud from the Sircar, and this is guaranteed by the Honorable Company.

The Maamlut must be conducted according to this Sunnud containing fifteen Articles, and dated the 27th of Jemmadee-ool-Akhir, corresponding with the 2nd October A D. 1804.

TRANSLATION of a SUNNUD or ORDER from BAJEE RAO RAGONATH, the PESHWA, to BHUGWUNT RAO GUIKWAR, dated the 22nd Jilhej 1219 Hegiree, or 24th March 1805.

Whereas the business of the district of Ahmedabad, in Guzerat, was entrusted to you, and the amount of annual settlement thereof determined, you are in consequence hereby desired to pay the same, on account of this government, and according to the settled instalments to the British Resident on the part of the Bengal Government, who will accordingly make the payment to this Sircar, and receive an acknowledgment for the same

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